



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
June 12, 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: 891 5872 4472
Passcode: 412090
There is no participant ID

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

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

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. Community Presentation

- A. Reusable Dishware Presentation

III. SCHOOL SHOWCASE by the Preschool Program

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

V. CLOSED SESSION

A. 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
2. 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
3. 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

B. Public Employee Discipline/Dismissal/Release

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

C. Personnel Item (s)

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

VI. RECONVENE OPEN SESSION

B. Closed Session Report

VII. CONSENT AGENDA

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

A. Personnel Report

1. Personnel Report to the Board of Trustees

- B. Contracts
 - 1. (Action) Ratification of Contracts
- C. 2025-26 Consolidated Application for Funding
- D. Approval of Job Descriptions for Maintenance and Operations
- E. Updated Contract Checklist and District Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies
- F. YMCA of Silicon Valley First Amendment to the Facility Use Lease Agreement
- G. Second Reading of Board Policies
- H. Approval of Monthly Reports; Ratifying some contracts and Reviewing other contracts
- I. Middle School World Language Spanish Elective - Curriculum Adoption
- J. CSBA Annual Education Conference and Trade Show
- K. Change Order No. 1- Mountain View Whisman School District Monta Loma Fencing, Silicon Valley Paving
- L. Change Order No. 2- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company
- M. Change Order No. 3- Mountain View Whisman School District Park Restrooms Project at Various Sites, Rodan Builders
- N. National Power School University Group Conference

VIII. COMMUNICATIONS

- A. Employee Organizations
- B. District Committees
- C. Superintendent

IX. COMMUNITY COMMENTS

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

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

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

Notes on Community Comments on Agendized Items

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is

requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

X. REVIEW AND ACTION

- A. (Action) Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month
- B. (Discussion) i-Ready Diagnostic 3 Assessment Report
- C. (Action) Health and Wellness Triennial Report
- D. (Action) Workplace Violence Prevention Plan Update
- E. (Discussion) Substitute Update
- F. (Action) Special Education Staffing Update
- G. (Action) LCAP Federal Addendum
- H. (Action) California Dashboard Local Indicators
- I. (Action) Local Control Accountability Plan
- J. (Action) 2025-2026 Budget Adoption
- K. (Action) Budget Overview for Parents
- L. (Action) Resolution No. 03-052925, Education Protection Account (EPA) Requirements
- M. (Discussion) Process for Selection and Appointment of MVW Residences Corporation Board of Directors
- N. (Discussion) First Reading of Board Policies
- O. (Discussion) Board Governance Handbook
- P. (Action) Employment Agreement for Tara Vikjord, Assistant Superintendent
- Q. (Action) Employment Agreement for Dr. Rebecca Westover, Assistant Superintendent
- R. (Action) Employment Agreement for Cathy Baur, Associate Superintendent

XI. BOARD UPDATES

XII. ITEMS FOR FUTURE AGENDAS

XIII. FUTURE BOARD MEETING DATES

- A. Future Board Meeting Dates
 - August 21, 2026
 - September 4, 2025
 - September 18, 2025

XIV. ADJOURNMENT

1. **RECORDING OF MEETINGS:**

The open session will be video recorded and live streamed on the District's website (www.mwvsd.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 6/12/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Meeting ID: 891 5872 4472

Passcode: 412090

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: Community Presentation

Agenda Item Title: Reusable Dishware Presentation

Estimated Time:

Person Responsible: Community members Ms. Sapienza and Ms. Chueh.

Background:

Discussing the possibility of migrating to reusable dishware for sustainability and the potential for long-term cost savings offers significant environmental, educational, health, and financial benefits.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------|--------------|-------------|
| Reusable Dishware | Presentation | 5/30/2025 |

The case for reusable dishware at MVWSD



MVWSD Board of Trustees Regular meeting, June 12th 2025

We urge MVWSD to transition from single-use to reusable dishware for school meals.

This switch offers significant environmental, educational, health, and financial benefits, positioning our district as a leader in sustainability and student well-being.

Reuse beats single-use!

Where are we right now?

The district serves 2,700 lunches each day on average, close to **50,000 lunches a year**.

School meals are served in **single-use items** and are disposed of every day.

Most dishware items currently used in our district are **compostable**: paper boats and trays, degradable wraps, bamboo utensils.

Other single-use items include milk cartons, individual condiment packets, packed baby carrots; as well as clamshells for take-outs on minimum days.



Why switch from single-use to reusable dishware?

- **Less waste, less impact on the environment** - Single-use items need to be replaced every day and generate a lot of waste. They requires a lot of energy and water to produce and transport. [1] [2]
- **Educational value** - Teach sustainable habits and shifting away from the single-use 'throwaway' lifestyle.
- **Children health benefits** - Disposable foodware can leach PFAs ('forever chemicals') and other toxins into students' food.
- **Food can be more appealing** - Kids are encouraged to eat, leading to better nutrition and a reduction in food waste. (feedback from Berkeley Unified students [3])
- **Long-term cost savings** - No more recurring, ever-increasing cost of single-use items, lower trash collection fees and reduced janitorial time. Case studies show these savings more than offset the initial investment in dishware and commercial dishwashers, plus ongoing operational costs for staffing and maintenance. [2] Grants can help with the initial investment.

[1] The average US public school generates 14,500 tons of solid waste *each day*, 40% from school food services. <https://pmc.ncbi.nlm.nih.gov/articles/PMC9101714/>

[2] Conscious Cafeteria Report <https://upstreamolutions.org/blog/the-conscious-cafeteria-report>

[3] <https://cleanwater.org/case-study/berkeley-unified-school-district-phase-one>

Why compostables and bioplastics are not the answer [1]

- **High environmental impact** - Compostable dishware use a lot of resources to produce, ship, pick up and compost - including water to grow, and fuel to transport. They need to be replaced every day, which adds to a high environmental impact even when composted properly. [1]
- **Potential toxicity** - Many compostables are made with toxic chemicals like PFAs to make them waterproof, leading to adverse effects for children. [2]
- **Cost** - Compostable items are expensive!
(feedback from the nutrition team)



[1] <https://upstreamolutions.org/why-compostables-and-bioplastics-arent-the-answer>

[2] The Conscious Cafeteria Report - <https://upstreamolutions.org/blog/the-conscious-cafeteria-report>

Why compostables and bioplastics are not the answer [2]

- **Sorting is hard!** Kids need to sort properly into the composting bin, which requires supervision. Despite everyone's best effort some compostable items end up in the trash, and non-compostable items end up in the compost bin, causing **contamination**.

Waste haulers increasingly push back against accepting compostable foodware. [3]



Trays in the trash!



Milk carton, condiment packs, pack of chips in the compost!



Trays in the recycling bin!

[3] <https://www.packagingdive.com/news/california-compostable-packaging-organic-ab1201-bpi/747943/>

Switching to reusable dishware supports our district's goals

- In line with the district's commitment to sustainability, as set by the current board policy on [green school operations \(BP 3510\)](#).

Conserve natural resources, reduce the impact of district operations on the environment; consider long-term potential cost savings, health impacts, and potential educational value; use products that are durable, long-lasting and reduce waste.

- The district won the California Green Ribbon School District Sustainability award for the second year in a row! A swap could help the district win federal recognition.
 - [2025 California Green Ribbon School District Sustainability Honoree, Gold level](#)



Other districts are doing this... ... and so can we!

Palo Alto Unified - Replaced 7 types of single-use items across all elementary schools, hired a dishwasher and van driver, and saw cost savings of \$25,000 per year.

Berkeley Unified - Switched to reusables in 3 schools, resulting in \$13,000 annual savings. Phase 2 will expand to all schools. Students feedback highlight how nice the stainless steel trays and cups are!

Fremont Unified School District - Launched at ten K-5 schools in 2024, using an off-site dishwashing service. Used grants from the City of Fremont and environmental non-profits.

And many more !

<https://upstreamolutions.org/blog/school-case-studies>





At Bay Farm Elementary School in Alameda, students with their reusable lunch trays serve themselves from the salad bar.



Instead of individually wrapped packets, pilot schools opt for self-serve pumps for ketchup and other condiments.



At schools where dirty dishes are washed off-site, students place trays and utensils into wash baskets,



Blacow Elementary School in Fremont launched their transition to reusable foodware with a school assembly.

Proposal

1 - Direct staff to conduct a feasibility study for adoption of reusable foodware at MVWSD

- Identify grants available from local government agencies and nonprofits (Santa Clara County, City of Mountain View etc.)
- Rely on expertise from the nonprofit Center for Environmental Health, whose team advised many local districts on financials and logistics

2 - Pilot project at Landels

- Principal Mr. Dolmans, 5th grade teacher and district sustainability lead Mr. Gorman, PTA parents are in favor and supportive

3 - Develop a long-term plan for 100% safe, reusable foodware across the district

Resources and Contacts

Conscious Cafeteria Report - A national pilot study on reusable foodware for healthier, more sustainable schools, by Upstream, 2024

<https://upstreamolutions.org/blog/the-conscious-cafeteria-report>

12 Steps to Transform your Cafeteria, Center for Environmental Health

<https://ceh.org/ditching-disposables-toolkit/planning-guide-how-to-transform-your-cafeteria-ditching-disposables-toolkit/>

Greenhouse Gas Impacts of Disposable vs Reusable Foodservice Products - Literature review & inventory, by Clean Water Fund, 2017

https://www.cleanwateraction.org/sites/default/files/CA_ReTh_LitRvw_GHG_FINAL_0.pdf

Contact us at gogreen@landelspta.org

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

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 6/12/2025

Agenda Category: Real Property Negotiations

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

Estimated Time:

Person Responsible:

Background:

Properties: 1625 San Luis Avenue, Mountain View, CA 94043

District Negotiator: Jeffrey Baier, Superintendent; Dr. Rebecca Westover, Chief Business Officer; Phil Henderson, Orbach Huff & Henderson

Party With Whom District Is Negotiating: Google Inc.

Under Negotiation: Price and terms of payment

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: Real Property Negotiations

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

Estimated Time:

Person Responsible:

Background:

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

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

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

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: Personnel Item (s)

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 6/12/2025

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Personnel Report to the Board of Trustees 6.12.25 | Backup Material | 6/5/2025 |

**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 |
|------------|----------------|--|--------------|-----------------|-------|----------------------------------|---|-----------|------------|-------------|--------------------------|-----------------------|
| Courtney | Strand | Behavior Technician | | Graham MS | 0.875 | change of assignment | from Special Ed IA to temporary Behavior Technician | 5/15/2025 | 6/5/2025 | | 5/15/2025 | 6/12/2025 |
| Rachel | Izquierdo Diaz | Child Nutrition I | | Monta Loma | 0.875 | new hire | | | | | 5/19/2025 | 6/12/2025 |
| Jessica | Rodriguez | Teacher | Permanent | Monta Loma | 1.0 | leave of absence | statutory leave | 5/21/2025 | 10/24/2025 | approve | 5/21/2025 | 6/12/2025 |
| Azalea | Mora Moreno | Instructional Assistant - Special Education | | Crittenden | 0.875 | change of location | from Landels to Crittenden | | | | 5/27/2025 | 6/12/2025 |
| Rosinda | Zuniga | Child Nutrition I | | Crittenden | 0.875 | leave of absence | personal leave | 5/27/2025 | 6/5//25 | approve | 5/27/2025 | 6/12/2025 |
| Michael | Terry | Human Resources Technician - Confidential | | District Office | 1.0 | release of probationary employee | | | | | 6/3/2025 | 6/12/2025 |
| Melissa | Greene | Teacher - Special Education | Permanent | Landels | 1.0 | resignation | | | | | 6/5/2025 | 6/12/2025 |
| Viktoriia | Golovata | Instructional Assistant - Preschool | | Preschool | 0.75 | resignation | | | | | 6/5/2025 | 6/12/2025 |
| David | Han | Teacher | Temporary | Graham MS | 1.0 | resignation | | | | | 6/5/2025 | 6/12/2025 |
| Emmanuel | Solorzano | Teacher | Permanent | Crittenden | 1.0 | resignation | | | | | 6/5/2025 | 6/12/2025 |
| Emma | Ellis | Teacher | Probationary | Castro | 1.0 | resignation | | | | | 6/5/2025 | 6/12/2025 |
| Anne | Jennings | Library Technician | | Landels | 1.0 | resignation | retirement | | | | 6/5/2025 | 6/12/2025 |
| Corrine | Mitchner | Communication Specialist | | | 1.0 | resignation | | | | | 6/27/2025 | 6/12/2025 |
| Swati | Dagar | Director of Administrative Services | | District Office | 1.0 | change of assignment | from interim director to director of Administrative Services | | | | 7/1/2025 | 6/12/2025 |
| Cyndee | Nguyen | Director of Curriculum, Instruction & Assessment | | District Office | 1.0 | change of assignment | from interim director to director of Curriculum, Instruction & Assessment | | | | 7/1/2025 | 6/12/2025 |
| Brian | White | Coordinator - MTSS | | District Office | 1.0 | change of assignment | from Coordinator of Health & Wellness to Coordinator - MTSS | | | | 7/1/2025 | 6/12/2025 |

**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 |
|------------|--------------|---------------------------------|--------------|-----------|-----|------------------------|-----------------------|------|----|-------------|--------------------------|-----------------------|
| Maria | Flores Reyes | Custodian | | Vargas | 1.0 | change of location | from Castro to Vargas | | | | 7/14/2025 | 6/12/2025 |
| Rafael | Zavala Jr | Teacher - English Language Arts | Probationary | Graham | 1.0 | assignment for 2025-26 | | | | | 8/7/2025 | 6/12/2025 |
| Amanda | Dittforth | Teacher | Permanent | Graham MS | 1.0 | rehire | | | | | 8/7/2025 | 6/12/2025 |

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

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 (CUPCAA);
- **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. Achieve Kids- Non Public School placement per student's Individualized Education Plan.\$232,347 for currently placed student(s) but can potentially change throughout the year based upon student needs.
2. Acknowledge Alliance - Acknowledge Alliance will provided teachers and site staff with effective strategies and supports for managing stress in a safe and confidential space. \$232,000.00
3. AIM Institute for Learning & Research- Castro school has been selected to participate in AIM's Early Reading Success School Pilot to strengthen literacy instruction. No Cost to the District
4. Axiom Advisors & Consultants Inc.- Will provide a School Accountability Report Card (SARC) for each school site for the 2024-2025 school year and published 2025-2026, \$11,550.00.
5. California Department of Education, California State Preschool Program- Will provide part-day state preschool services to eligible families in accordance with state guidelines and regulations for the 2025-2026 school year,

No cost to the District, maximum reimbursable amount allowed by MVWSD \$2,082,779.00.

6. Canopy- Will serve as a key partner to MVWSD in enhancing school campuses through tree planting, tree care, and native plant integration from 2025-2028, \$90,000 per year.
7. Care Solace Inc.- Will provide a Children and Youth Behavioral Health Initiative (CYBHI) infrastructure grant from 2025-2027, please see attachment for more, Not to exceed \$14,000.00.
8. Children's Health Council- Esther B Clark School- Will provide a Non-Public School placement for MVWSD qualifying students for the 2025-2026 school year, Estimated amount but could change depending on student placement \$624,252.00.
9. City of Mountain View- The City of Mountain View is in agreement with MVWSD to provide 9 crossing guards for the 2025-2026 school year, \$50,000.00.
10. Clean Harbors Disposal Services Inc.- Will provide comprehensive hazardous waste disposal services, including complaint collection, packaging, transport, treatment, and final disposal, ensuring safe and environmentally responsible management from initial pickup to final disposal for the 2025-2026 school year, Not to exceed \$45,000.00.
11. Creative Learning Center LLC dba Learning Academy- Non Public School placement per student's Individualized Education Plan. \$313,499 for currently placed student(s) but can potentially change throughout the year based upon student needs.
12. Delupan LLC- dba Kona Ice of Mt. View- Will provide services for a district-wide event on August 16, 2025 at Graham Middle School giving option to attendees to purchase food items, No cost to the District.
13. Edfiles Inc.- Will provide a Records Retention and Managed Software Solution Annual Subscription for fiscal year 2025-2026 for the Special Education Department, \$5,988.00.
14. Environmental Volunteers- Will provide Science Education collaboration that supports science education by delivering environmental science resources for classroom and field trip programs for the 2025-2026 school year, \$70,000.00.
15. Everway- Read/Write software licenses with text-to-speech, vocabulary and study aid features. Twelve month license subscription for 25/26 school year. \$10,892.96
16. Fagen Friedman & Fullfrost LLP- Will provide legal services for the Special Education department for the 2025-2026 school year, \$100,000.00.
17. Golden Ice Cream- Will provide services for a district-wide event on August 16, 2025 at Graham Middle School giving option to attendees to purchase food items, No cost to the District.
18. Heggerty- Will provide online Literably reading assessments to measure reading progress for the 2025-2026 school year, \$14,919.95.
19. Imperial Dade- P&R Paper Supply Company- Will provide a contract extension for the 2025-2026 school year for the purchase of paper supplies for the 2025-2026 school year, \$75,000.00.
20. Jigsaw Learning LLC, dba TeachTown- Will provide standards aligned curriculum for special education students in moderate and ESN classes. This is a 3 year contract to end July 1, 2028, Year 1- \$68,759.11, Year 2- \$22,500.00, and Year 3- \$22,500.00 (Total contract \$113,759.11).
21. La Familia Taqueria- Will provide services for a district-wide event on August 16, 2025 at Graham Middle School giving option to attendees to purchase food items, No cost to the District.
22. Los Altos School District- Will provide a temporary loan of a Los Altos SD employee to support MVWSD Deaf/Hard of Hearing program in the Special Education Department for the 2025-2026 school year, \$110,032.00.
23. Los Altos School District- Will provide Therapeutic Special Day Class placement for the 2025-2026 school year, \$80,000.00.
24. Medical Billing Technologies Inc.- Will provide the 3rd year in 2025-2026 in a 5 year contract that covers Medical Claims/Billing Options Program for the Special Education Department, \$40,000.00.
25. Morgan Autism- Non Public School placement per student's Individualized Education Plan. \$158,028 for currently placed student(s) but can potentially change throughout the year based upon student needs.
26. Mountain View Los Altos High School District- Receiving from MVLAHSD shared Professional Expert Contract for Professional Exchange for Audiologist (.7 FTE) for the 2025-2026 school year, \$205,150.00.
27. Mountain View Los Altos High School District- Receiving from MVLAHSD shared Professional Expert Contract for Professional Exchange for Deaf and Hard of Hearing Specialist (.4 FTE) for the 2025-2026

- school year, \$116,649.00.
28. Orbach Huff + Henderson LLP- Will provide the District with representation in matters related to its public education mission from time to time as the District may request upon our mutual agreement, Partners: \$395/hr, Senior Counsel: \$370/hour, Associates \$345/hr, Paralegals \$225/hour, Clerks \$125/hour.
 29. Pacific Autism Center for Education- 2024-2025 8th grade student placement at this NPS will continue through Extended School Year July 2025 to transit into High School. This contract will only cover the 25 days of Extended School Year through July 2025, \$18,825.00.
 30. Peter Ingram Consulting- Will provide the first amendment to the March 20, 2025 contract. Peter Ingram Consulting will provide additional support to MVWSD from 07/01/2025 through 12/31/2025, Not to exceed \$60,000.00 in services and \$1,800.00 in expenses.
 31. Reach Institute for Learning and Development Inc.- Will provide a license renewal for SMARTS program that provides teachers with access to lessons/teaching strategies for Special Education students for the 2025-2026 school year, \$3,861.00.
 32. Read Naturally Inc.- Will provide a Read Live Licenses renewal for fiscal year 2025-2026 for the Special Education Department. Read Live is an interactive reading intervention program, \$2,340.00.
 33. Ro Health- Will provide staffing services to support students with IEPs, in accordance with the needs identified by the District, for the ELOP-funded after-school and intersession programs for the 2025-2026 school year, Not to exceed \$420,000.00 based upon students enrolled requiring staffing services to support IEP needs.
 34. Sand Hill School at Children's Health Council- Will provide a non-public school placement for MVWSD qualifying students for the 2025-2026 school year, Estimated amount but could change depending on student placement \$85,228.00.
 35. Santa Clara County Behavioral Health Services Department- Will provide an agreement extending School Link Services (Pacific Clinics) to the 2025-2026 school year, No cost to the District, total funds MVWSD will receive from Amendment no. 1 is \$193,522.00.
 36. Santa Clara County Office of Education- Mountain View Whisman School District and Santa Clara County Office of Education will participate in a collaboration to place interns in a PK-3 credential preparation program. No cost to MVWSD
 37. SCI Consulting Group- Will provide amendment no 1. to the Agreement for Professional Services, contract approved by the MVWSD Board on 04/07/2025. The amendment is to cover an additional \$2,800.00 fee to take care of task 2, listed on the amendment, \$2,800.00.
 38. Stanford Graduate of Education- Will provide an Accelerating Literacy via Digital Technology Research Project, which will evaluate the effectiveness of Boost Reading program for the 2025-2026 school year, No cost to the District.
 39. Sysco Food Services San Francisco- Will provide a contract extension for the 2025-2026 school year for the purchase of groceries, \$475,000.00.
 40. The Danielsen Company- Will provide a contract extension for the 2025-2026 school year for the purchase of groceries, \$200,000.00.
 41. The Waffle Roost- Will provide services for a district-wide event on August 16, 2025 at Graham Middle School giving option to attendees to purchase food items, No cost to the District.
 42. TJ's House of Bounce LLC- Will provide several carnival party rental games which will be used by all Vargas Elementary students on June 2, 2025, \$459.97.
 43. Walsworth Publishing Company, Inc.- Will provide 2025-2026 yearbook services for Graham Middle School, \$21,500.000
 44. Weingarten Children's Center- Non Public School placement per student's Individualized Education Plan. \$ 97,398 for currently placed student(s) but can potentially change throughout the year based upon additional student needs.
 45. Welldom Inc- Will provide contract staffing in the area of Speech/Language and Physical Therapy for the 25/26 school year. \$338,070 Possible change in amount based upon staffing needs throughout the year.

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 |
|--|-----------------|-------------|
| Achieve Kids MC | Backup Material | 6/6/2025 |
| Acknowledge Alliance | Backup Material | 6/9/2025 |
| AIM Master Agreement | Backup Material | 6/6/2025 |
| Axiom Advisors & Consultants Inc. | Backup Material | 6/4/2025 |
| California Department of Education 2025-2026 | Backup Material | 6/4/2025 |
| Canopy 2025-2028 | Backup Material | 6/4/2025 |
| Care Solace, Inc. 2025-2027 | Backup Material | 6/4/2025 |
| Children's Health Council- Esther B Clark School 2025-2026 | Backup Material | 6/4/2025 |
| City of Mountain View 2025-2026 (Crossing Guards) | Backup Material | 6/4/2025 |
| Clean Harbor Disposal Services Inc. 2025-2026 | Backup Material | 6/4/2025 |
| Creative Learning Center LLC dba Learning Academy | Backup Material | 6/6/2025 |
| Delupan LLC- dba Kona Ice of Mt. View 08/16/2025 | Backup Material | 6/4/2025 |
| Edfiles Inc. 2025-2026 | Backup Material | 6/4/2025 |
| Environmental Volunteers 2025-2026 | Backup Material | 6/4/2025 |
| Everway | Backup Material | 6/6/2025 |
| Fagen Friedman & Fullfrost LLP 2025-2026 | Backup Material | 6/4/2025 |
| Golden Ice Cream 08/16/2025 | Backup Material | 6/4/2025 |
| Heggerty 2025-2026 | Backup Material | 6/4/2025 |
| Imperial Dade P&R Paper Supply Company 2025-2026 | Backup Material | 6/5/2025 |
| Jigsaw Learning LLC, dba TeachTown | Backup Material | 6/2/2025 |
| La Familia Taqueria 08/16/2025 | Backup Material | 6/4/2025 |
| Los Altos School District (Deaf/Hard of Hearing) 2025-2026 | Backup Material | 6/4/2025 |
| Los Altos School District 2025-2026 (Therapeutic) | Backup Material | 6/4/2025 |
| Medical Billing Technologies 2025-2026 (3rd year in 5 year contract) | Backup Material | 6/4/2025 |
| Morgan Autism MC | Backup Material | 6/6/2025 |
| Mountain View Los Altos High School District 2025-2026 (Audiologist) | Backup Material | 6/4/2025 |
| Mountain View Los Altos High School District 2025-2026 (DHH) | Backup Material | 6/4/2025 |
| Orbach Huff + Henderson LLP | Backup Material | 6/4/2025 |
| Pacific Autism Center for Education July 2025 | Backup Material | 6/4/2025 |
| Peter Ingram Consulting 07/01/25-12/31/25 | Backup Material | 6/4/2025 |
| Read Naturally Inc. 2025-2026 | Backup Material | 6/2/2025 |
| Research Institute for Learning and Development Inc. 2025-2026 | Backup Material | 6/4/2025 |
| Ro Health (FSSP) 2025-2026 | Backup Material | 6/2/2025 |
| Sand Hill School at Children's Health Council 2025-2026 | Backup Material | 6/4/2025 |
| Santa Clara County Behavioral Health Services Department 2025-2026 | Backup Material | 6/4/2025 |
| Santa Clara County Office of Education | Backup Material | 6/6/2025 |
| SCI Consulting Group | Backup Material | 6/4/2025 |

| | | |
|--|-----------------|----------|
| Stanford Graduate of Education 2025-2026 | Backup Material | 6/4/2025 |
| Sysco Food Services San Francisco 2025-2026 | Backup Material | 6/3/2025 |
| The Danielsen Company 2025-2026 | Backup Material | 6/4/2025 |
| The Waffle Roost 08/16/2025 | Backup Material | 6/4/2025 |
| TJ's House of Bounce LLC | Backup Material | 6/2/2025 |
| Walsworth Publishing Company, Inc. 2025-2026 | Backup Material | 6/5/2025 |
| Weingarten MC | Backup Material | 6/6/2025 |
| Welldom | Backup Material | 6/6/2025 |

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

Vendor Name: AchieveKids

***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.

SELPA Master
 Contract is being
 used in lieu of PSA

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 Office}

- 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.

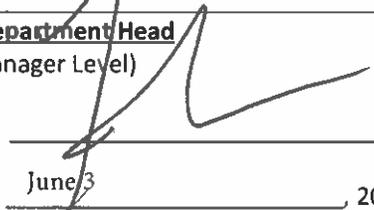
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>June 3</u> , 20 <u>25</u> | Date: <u>June 6</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education

Checklist not required for school sites

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES**

2025-2026

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and AchieveKids, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

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

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

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

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

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

4. COMPLIANCE WITH LAWS

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

5. DEFINITIONS AND ACRONYMS

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

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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

7. GOVERNING LAW

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

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

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

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* Sarah Drinkwater, Heads of Schools 3860 Middlefield road, Palo Alto CA 94303. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

10. SUBCONTRACTS AND ASSIGNMENT

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

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

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

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

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

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

15. INSURANCE

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. CHANGE OF RESIDENCE

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

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

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

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

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

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

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

19. FACILITIES MODIFICATION

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

20. RENEWAL

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

21. ENTIRE AGREEMENT

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

22. SEVERABILITY CLAUSE

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

23. AUTHORIZED REPRESENTATIVE

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

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

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

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

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

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

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC Section 49066*. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC Section 49066.5*, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

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

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

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

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

29. REASONABLE VISITATION/ PARENT ACCESS

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

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

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

30. WITHDRAWAL BY PARENT

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

31. MEDICATIONS

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

32. ACCIDENT/INCIDENT REPORT

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

33. STUDENT RECORDS

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

34. ACCESS TO RECORDS

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

35. PROGRESS REPORTS

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

36. FORWARDING OF RECORDS

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

37. IEP/IFSP MEETINGS

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

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

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

38. STATEWIDE MANDATED ASSESSMENT

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

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

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

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

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

40. CLASS SIZE-NONPUBLIC SCHOOL

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

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

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

42. DUE PROCESS AND COMPLAINTS

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

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

43. STATE MEAL MANDATE

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

44. HEALTH AND SAFETY

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

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

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

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

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

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

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC [1414-1482](#) and 34 CFR [300.1-300.756](#). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

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

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

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

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

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

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

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

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

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

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

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

54. REPORTING OF MISSING CHILDREN

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

55. SEXUAL HARRASSMENT

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

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

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

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

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

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

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

58. STUDENT ABSENCES: AGENCY ONLY

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

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

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

Contractor is Open and LEA is Open or Closed

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

Contractor Closure

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

Both LEA and Contractor are Closed

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

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

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

62. INSTRUCTIONAL DAY

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

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

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

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

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

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

65. RATE SCHEDULE

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

| A. Nonpublic School only | Rate | Period (specify) |
|--|----------|---------------------|
| <u>Basic Education Program</u> | \$ 413 | |
| B. Designated Instruction and Service and/or Other Related Services | | |
| (1) Adapted Physical Education | \$ | per |
| (2) Behavior Intervention Services | \$208.00 | per <u>Week</u> |
| (3) Day Treatment Services | | per |
| (4) Language/Speech Therapy/Group | \$55.00 | per <u>1/2 hour</u> |
| (5) Language/Speech Therapy/Indiv. | \$110.00 | per <u>1/2 hour</u> |
| (6) Mental Health | | per |
| a) Counseling/Group | \$55.00 | per <u>1/2 hour</u> |
| b) Counseling/Individual | \$110.00 | per <u>1/2 hour</u> |
| c) Counseling and Guidance | | per |
| (7) Occupational Therapy | \$110.00 | per <u>1/2 hour</u> |
| (8) One-on-One Aide | \$141.00 | per <u>day</u> |
| (9) Parent Counseling | \$110.00 | per <u>1/2 hour</u> |
| (10) Physical Therapy | | per |
| (11) Psychological Services | | per |
| (12) Residential Treatment Services <i>Educationally Related Mental Health Board and Care</i> | | per |
| (13) Social Work Services | | per |
| (14) Transportation (if required) | \$141.00 | per <u>day</u> |
| (15) Other: <u>Breakfast/Lunch</u> | \$11.50 | per <u>day</u> |
| Other: <u>Vocational</u> | \$156.50 | per <u>week</u> |
| Other: _____ | | per |

66. PAYMENT DEMAND

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

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

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

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

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

67. RIGHT TO WITHHOLD

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

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

68. AUDIT EXCEPTIONS

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

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

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

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

69. INSPECTION AND AUDIT

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

70. PAYMENT FROM OUTSIDE AGENCIES

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

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

CONTRACTOR

AchieveKids

Name of Nonpublic, Nonsectarian School/Agency

Sarah Drinkwater, Ph.D.

Sarah Drinkwater, PhD (Jun 7, 2025 14:04:40)

Contracting Officer's Signature

Sarah Drinkwater, Head of schools

(Type) Name and Title

02/06/2025

Date

LOCAL EDUCATION AGENCY (LEA)

Mountain View Whisman School District

Authorized Representative/School District

Signature

(Type) Name and Title

Date

Services Agreement Between Acknowledge Alliance and Mountain View Whisman School District

This Services Agreement (the “Agreement”) is entered into by and between Acknowledge Alliance (“Acknowledge”), located at 2483 Old Middlefield Way, Suite 201, Mountain View, CA 94043 and the Mountain View Whisman School District (“Mountain View”), located at 1400 Montecito Ave., Mountain View, CA 94043, with respect to Acknowledge’s provision of services to Mountain View personnel and students during the 2025-2026 school year, beginning project work on July 1, 2025 and ending on June 30, 2026.

A. Overview

Students and families facing significant and complex challenges – including poverty, trauma and adverse childhood experiences, neighborhood and community violence, exposure to drug and alcohol use/abuse, incarceration, immigration and legal status issues, divorce and blended family issues, high stress, and high academic expectations – and the school staff working with these students and families experience obstacles in the learning environment that impact the ability to focus on learning, teaching, and leading. By fostering healthy relationships, being aware of culturally responsive interventions, promoting the development of resilience, and focusing on the connections between emotions and learning as well as mental health promotion, students are more able to focus on learning, teachers are better able to respond to student needs, and administrators have more tools to be effective leaders. These changes on the individual and school-wide level can then lead to improved academic, social, and emotional outcomes for students, more engaged and resilient school staff, and more vital, healthy, and positive learning communities.

Acknowledge believes that by strengthening the caring capacity of the adults who influence children’s lives, children will develop lifelong resilience and social and emotional wellbeing. Our work is delivered by Resilience Consultants, who are mental health or education professionals, many of whom are licensed and bilingual/bicultural, trained in our mental health framework, and members of the Acknowledge staff, who are recruited, trained, and supported to focus on the entire school community through a mental health lens that emphasizes relationships, resilience, strengths, cultural responsiveness, and prevention-focused mental health promotion.

B. Services and Fees

Acknowledge agrees to provide the following services (“Services”) through its Resilience Consultation Program (“RCP”):

School Site Services

Weekly Resilience Consultant for Elementary and Middle School Staff

Resilience Consultants will provide one (1) day of service per week for four (4) Mountain View school sites: Crittenden, Graham, Vargas, and Castro. Most of the service will be performed on site, meeting and interacting with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.

- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to aid teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.
- Additional consultant time offsite related to educator support includes preparation, planning, case management, curating resources for staff, and data entry for our independent evaluation demonstrating effective outcomes of our work.

On-Call Resilience Consultation for School Staff

A Resilience Consultant will provide on-call consultation support for school staff at the remaining eight (8) Mountain View school sites. Acknowledge Alliance staff assigned to on-call sites will establish a semi-regular presence through the school year focusing on resource sharing, leadership coaching, and crisis management. Resilience Consultants offer their on-call services for school site staff in the following ways:

- Remote consultation sessions on Zoom offered to staff at all on-call school sites.
- Opt-in Resilience Consultation support to school leaders focused on supporting resilience in teachers and students. School leaders can include principals, assistant principals, instructional coaches, grade level leads or other identified key staff persons.
- Regular communication with on-call sites to share resources related to social, emotional, mental, and community wellbeing.
- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Additional consultant time related to educator support includes preparation, planning, case management, curating resources for staff, and data entry for our independent evaluation demonstrating effective outcomes of our work.

District-Wide Services

Leadership Resilience Group

Acknowledge agrees to facilitate one (1) group for principals and assistant principals (in person or virtually), focused on building the resilience and knowledge base of social emotional learning as it directly relates to leadership of school communities. The facilitator, a senior Resilience Consultant, will support school leaders by providing:

- Eight 90-minute sessions (1 per month for 8 months) for up to 12 principals, beginning in the fall.
- Content will be based on input from participants and the facilitator. As needed, the Resilience Consultant will supply related handouts and materials.

BIPOC Resilience Group

Acknowledge agrees to facilitate up to one (1) BIPOC educator group (in person or virtually), focused on building community, solidarity, and resilience of Mountain View educators who identify as BIPOC (Black, Indigenous, Latinx, Asian, Person of Color). The facilitators, senior Resilience Consultants who themselves identify as BIPOC, will support participants by providing:

- Eight 90-minute sessions (1 per month for 8 months) for up to 12 participants, beginning in the fall.
- Content will be based on input from participants and the facilitators. As needed, the Resilience Consultants will supply related handouts and materials.

TOTAL FOR SERVICES:

PRICE: \$232,000

(SCHOOL SITE WORK, PLANNING AND PREPARATION, ON-CALL VIRTUAL COACHING, AND RESILIENCE GROUPS)

C. Mountain View's Responsibilities

Mountain View agrees to actively participate with Acknowledge's Resilience Consultation Program in the following ways:

- Allow Resilience Consultant(s) time for a brief introductory session at staff meetings at the beginning of the year.
- Collaborate with Acknowledge staff to positively promote the offerings and encourage participation.
- Provide Acknowledge staff working office space sufficient to provide confidential services and time with teachers and administrators not to conflict with their workday.
- Participate in program evaluation and data collection; this may involve an independent evaluator's analysis or other evaluation activities for reporting purposes.
- Ensure the Principal and/or other leadership will meet with the Resilience Consultation Program Director at least two times throughout the year for check-ins, reviewing of services, problem-solving, and planning for the following year.
- Cite "Acknowledge Alliance" as the provider of relevant services on the school's website, using its proprietary material.
- Provide the use of reasonable resources, i.e., telephone, copiers, and computers to facilitate services to students.
- Understand that Acknowledge is providing consulting and counseling services under a proprietary model with propriety content (the "IP") and agree to not use the IP or solicit, directly or indirectly, any Acknowledge staff member during the term of this MOU or for a period of one (1) year after its termination.
- Review and agree to Appendix A – Key Criteria for Partnership.

D. Payment Schedule

The total price for the Services are \$232,000 ("Fee"). Acknowledge will invoice Mountain View, and Mountain View shall pay Acknowledge, the Fee in accordance with the following payment schedule:

1. \$77,334 due on prior to commencement of Services (August 1, 2025)
2. \$77,333 due on November 17, 2025
3. \$77,333 due February 16, 2026

The Fee is for Services during the school day on the days that Acknowledge staff are mutually agreed to be on campus. If Mountain View requests Services on days outside of those specified in this Agreement, such as after hours, weekends or extra days, additional fees shall apply.

E. Other Terms

Acknowledge will review and abide by the terms outlined in Appendix B – Additional Terms.

Acknowledge's primary mission is to serve the youth and school community. In the unfortunate event of a school crisis, Acknowledge is prepared to provide counseling support, at Mountain View's request. Acknowledge may charge Mountain View, and Mountain View agrees to pay Acknowledge, \$150 per hour for such crisis support.

As part of the collaboration contemplated under this Agreement, each party recognizes that it may have access to confidential and proprietary information concerning the other party or its affiliates, personnel, and students, including but not limited to operational plans or strategies, educational plans, materials, or curricula, personnel information, student information, and financial information (collectively, “Confidential Information”). Each party agrees to maintain the confidentiality of such Confidential Information unless disclosure of such information is required by law or pursuant to any applicable law permitting such disclosures.

So long as this Agreement remains in effect and for a period of one (1) year thereafter, Mountain View agrees to refrain from directly or indirectly soliciting, recruiting, or attempting to solicit or recruit, any current employees, consultants, or independent contractors of Acknowledge; provided, however, that Mountain View is not prohibited from general solicitations regarding open positions and is not prohibited from communicating with an individual who, without any direct or indirect solicitation or recruiting efforts, makes first contact with Mountain View about an available position.

Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however, the parties may agree in writing to a shorter or longer period for the effectiveness of such termination and Acknowledge reserves the right to recommend a longer transition to a termination date that respects the health of our clients. In the event Mountain View terminates the Agreement prior to the end of the Term for any reason other than a material breach by Acknowledge of the terms of this Agreement, Mountain View agrees to pay to Acknowledge 50% of the Fee that has not been invoiced as of the early termination date.

The terms of this Agreement shall not be amended in any manner except by written agreement signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such holding will not affect the other provisions of this Agreement, and the offending provision will be enforced to the extent permitted by law to conform as closely as possible to the intent of the parties.

By signing this Agreement, the parties acknowledge they will actively abide by its terms.

FOR Acknowledge Alliance
501(c) 3 Non-profit Tax ID: 77-0393676

FOR Mountain View School District

Sharon Navarro,
Executive Director

Date

Tara Vikjord
Director of Human Resources

Date

Appendix A

Key Criteria for Partnership

Since 1994, Acknowledge Alliance has worked with schools to provide a wide range of support for students and educators. We have learned that the following key criteria are essential for success. Ours is a collaborative relationship and we want to ensure partners understand our philosophy, how we implement program services, and what is expected from partners and schools.

For successful Resilience Consultation and partnering at a school site:

- We are advisors to the school community about how to handle student and/or staff issues. We work collaboratively as a team, taking strategic approaches for both individual and school-wide matters.
- We focus on increasing the pro-social and resilience skills of students and educators.
- We rely on open communication about how and when social emotional issues arise. We collaborate on intervention approaches. At the same time, Resilience sessions are confidential and will not be disclosed to school personnel except when required by law.
- We view acting out behavior as a sign of distress and we can help staff think about consequences that are restorative, not punitive.
- We work collaboratively towards promoting a positive school climate through regular meetings between the Resilience Consultant and the Principal or a member of the administrative team.
- We approach goals and interventions that are made based on the needs of each individual student, teacher, or staff while also considering the whole school community.
- We work from a compassionate and strengths-based platform and look for our partner schools to do the same.

Appendix B Additional Terms

The Appendix is part of the Agreement between Acknowledge Alliance (“Acknowledge”), and Mountain View Whisman School District (“Mountain View”). If there is a conflict between the Agreement and the following terms in the Appendix, the Agreement shall take precedence.

Standard of Care:

- Acknowledge represents that Acknowledge has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Mountain View. Acknowledge’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. Acknowledge’s Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- Acknowledge 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.
- Acknowledge shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Acknowledge understands that Mountain View relies upon such professional quality, accuracy, completeness, and coordination by Acknowledge in performing the Services.
- Acknowledge 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. Acknowledge staff who are not licensed shall be supervised by a licensed clinician in accordance with California State law.

Indemnification:

To the furthest extent permitted by California law, Acknowledge shall defend, indemnify, and hold free and harmless Mountain View, 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 arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Acknowledge, 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 Acknowledge in conjunction with this Agreement, unless the claims are caused wholly or partly by the negligence or willful misconduct of the indemnified parties. Mountain View shall have the right to accept or reject any legal representation that Acknowledge proposes to defend the indemnified parties. The limit of Acknowledge’s liability under this Agreement is the amount paid to Acknowledge by Mountain View.

Confidentiality:

Both parties and their 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.

Placement Fees:

If, during the Term of this Agreement or the first year following its expiration or termination, you hire or engage any of our employees employed or contracted by us within the prior nine months, whom you met through your work with us, you agree to immediately pay us a placement fee for introducing you to each such person(s). The placement fee for each person hired or engaged will equal 30% of the market rate annual salary for a School Psychologist in San Jose (as determined by salary.com, 50th percentile, at the first date of employment or engagement) regardless of the duration of employment or engagement or whether on a permanent, temporary or consulting basis by you.

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

Vendor Name: Acknowledge Alliance **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.*
Please see attached justification

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.

The District has partnered with Acknowledge Alliance since the 2022-2023 school-year to provide support for teachers, staff, and site administrators. This support aims to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.

MVWSD and Acknowledge Alliance want to continue the positive relationships and staff support that have been built over the years by continuing our partnership together.

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

Vendor Name: AIM Institute for Learning & Research

***REQUIRED CHECKBOX* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

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.

JUSTIFICATION REMARKS

Date: June 4, 2025

Requestor: Cyndee Nguyen, Ed.D.
Director of Curriculum, Instruction, and Assessment
Educational Services

Vendor: Aim Institute for Learning & Research

Reason: AIM Institute Master Services Agreement 2025-26 School Year

Remarks: We would like to proceed without the use of MVWSD Independent Contractor for Professional Services Agreement (PSA) and use the vendor's Master Services Agreement. AIM Institute for Learning & Research requires use of their MSA to enter into an agreement with MVWSD.

Mariano Castro Elementary has been selected as one of 10 schools in the nation to participate in the AIM Institute's Early Reading Success School Pilot. As part of this initiative, Castro will partner closely with AIM to strengthen literacy instruction through evidence-based practices and ongoing professional learning, ensuring instructional equity and improving literacy outcomes for all students.

This is a fully-funded philanthropic project and is at no cost to MVWSD or Castro. This agreement is designed to support a collaborative and effective implementation of structured literacy practices, with a focus on long-term sustainability and measurable impact.



This Master Agreement ("Agreement") is entered into as of **July 1, 2025** (the "Effective Date") by and between **AIM Institute for Learning & Research**, a Pennsylvania corporation with its principal place of business at 1200 River Rd, Conshohocken, PA 19428 ("**AIM**"), and the customer entity identified on the signature page, applicable Order Form, and/or applicable Statement of Work ("**Customer**"). AIM and Customer are each a "**Party**" and collectively the "**Parties**."

This Agreement establishes the terms and conditions under which Customer may purchase, license, or otherwise access one or more of AIM's (a) professional-development content and related educational materials, (b) subscription-based software-as-a-service platform and associated applications, and/or (c) application services, implementation services, instructional-coaching, or other professional services (e.g. L-ILC or L-ILF).

The Parties intend this Agreement to serve as a flexible, multi-transaction framework capable of supporting a long-term strategic relationship.

1. DEFINITIONS

For ease of reference, the following terms have the meanings set forth below. Additional defined terms may appear elsewhere in the Agreement or the Exhibits.

- a. "**Accessibility Standards**": The Web Content Accessibility Guidelines version 2.2, level AA, or any successor standard mutually agreed by the Parties.
- b. "**Aggregated Data**": De-identified information derived from Customer Data or Customer's use of the Offerings that does not identify Customer or any natural person and is combined with similar data from other AIM customers.
- c. "**AIM**": Academy in Manayunk, d/b/a AIM Academy and AIM Institute for Learning & Research.
- d. "**AIM Integrated Literacy Model**": AIM's proprietary, evidence-based instructional framework encompassing assessment, oral language, word recognition, comprehension, writing, and interactive humanities that aligns to the Science of Reading and serves as the organizing blueprint for AIM's professional-development, curriculum-alignment, and coaching services.
- e. "**API**": Any application-programming interface made available by AIM for automated interaction with the SaaS.
- f. "**Authorized Users**": Customer's employees, faculty, staff, contractors, and students (as applicable) whom Customer designates to access the Offerings and for whom Customer has paid all required fees.
- g. "**Business Hours**": 8:00 a.m. to 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding AIM-published holidays.
- h. "**Change Order**": A written amendment to an existing SOW describing modifications to scope, schedule, or fees.
- i. "**Customer Materials**": Content, data, branding, or other materials provided to AIM by or on behalf of Customer for use in connection with the Services.
- j. "**Data Breach**": An unauthorized acquisition, access, use, or disclosure of unencrypted Customer Data that compromises the security, confidentiality, or integrity of such data.
- k. "**Feedback**": Suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its users relating to the Offerings.

- l. **"FERPA"**: The U.S. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.
- m. **"Maintenance Release"**: A version of the SaaS containing bug fixes, patches, or minor improvements that does not materially change functionality.
- n. **"Monthly Uptime Percentage"**: 100% minus the percentage of minutes during a calendar month in which the production-environment SaaS was Unavailable.
- o. **"Order Form"**: A written ordering document, whether in hard copy, electronic, or click-through format, executed by duly authorized representatives of the Parties that (i) references this Agreement, and (ii) sets forth the specific Licensed Content or SaaS products being acquired, the applicable usage metrics or seat counts, the subscription or license term, all associated fees, and the billing schedule. An Order Form constitutes the Parties' binding commitment for the purchase or renewal of such Offerings and may be amended or superseded only by a subsequent Order Form signed by both Parties.
- p. **"Personal Information" or "PII"**: Information that identifies or relates to an identified or identifiable natural person and is protected under CCPA, FERPA, COPPA, or other applicable privacy law.
- q. **"Professional Services"**: The consulting, coaching, training, project-management, data-migration, configuration, or other services to be performed by AIM personnel under a SOW or Work Order.
- r. **"Scheduled Downtime"**: Periods of SaaS unavailability due to planned maintenance, upgrades, or infrastructure improvements, as further described in Exhibit A.
- s. **"Sponsoring Agency"**: A state or local education agency, intermediate unit, education-service cooperative, or other governmental or not-for-profit entity that (i) funds, administers, or oversees the Offerings on behalf of one or more school districts, schools, or departments of education and (ii) is identified as such in the applicable Order Form.
- t. **"Statement of Work" or "SOW"**: A written document executed by the Parties that (i) references this Agreement, and (ii) describes the Professional Services to be provided, including scope, tasks, deliverables, milestones, prerequisites, roles and responsibilities, schedule, and the applicable service fees or rate card. Any modification to an SOW must be documented in a mutually executed Change Order.
- u. **"Subscription Term"**: The initial and any renewal periods during which Customer has the right to access and use the SaaS, as specified in the applicable Order Form.
- v. **"Unavailable"**: A state in which the SaaS is unable to serve requests from all Authorized Users, measured at the hosting-provider load balancer.
- w. **"Work Order"**: A single written instrument executed by the Parties that (i) references this Agreement, and (ii) combines in distinct sections both (a) the commercial and licensing information customarily contained in an Order Form and (b) the service-scope information customarily contained in an SOW. For purposes of interpretation, the portion of a Work Order dealing with products and pricing is governed by the provisions of this Agreement applicable to Order Forms, and the portion dealing with services is governed by the provisions applicable to SOWs.

All references to "days" mean calendar days unless expressly stated as "business days."

2. AGREEMENT STRUCTURE; ORDERING AND PRECEDENCE

- a. **Master Framework.** This Agreement governs all present and future transactions between the Parties for any Offerings. No minimum purchase commitment is created. Each transaction will be documented in one or more Order Form, Work Order, or Statement of Work (SOW).

- b. **Order of Precedence.** In the event of conflict: (a) a mutually signed Change Order will prevail over the underlying SOW or Work Order; (b) the SOW or Work Order will prevail over the Order Form; (c) the Order Form will prevail over the main body of this Agreement; and (d) the Exhibits will prevail over conflicting provisions in the main body, but only for the subject matter of that Exhibit.
- c. **Sponsoring Agencies.** A Sponsoring Agency may execute an Order Form or Work Order under this Agreement either (a) as “Customer,” in which case the Sponsoring Agency is fully responsible for all Customer obligations, or (b) as a payor or administrative sponsor on behalf of the school or district named in the Order Form or Work Order. In the latter case the Sponsoring Agency is not a user of the Offerings, but AIM may rely on the Sponsoring Agency for purchase orders, payments, scheduling, and coordination. Nothing in this Agreement makes AIM a vendor to any third party not listed on the Order Form or Work Order.
- d. **Affiliate Participation.** Customer’s Affiliates may procure Offerings under this Agreement by executing their own Ordering Documents. Unless the Affiliate signs a separate agreement with AIM, the Affiliate will be deemed the “Customer” for that transaction and solely responsible for its obligations.
- e. **Beta, Pilot, or Evaluation Offerings.** From time-to-time AIM may invite Customer to access or use pre-release or trial versions of any AIM Offering, whether Licensed Content, SaaS software, professional services, or a discrete feature thereof, designated as beta, pilot, preview, or evaluation (each, a “Beta Offering”). All Beta Offerings: a) are provided “AS IS,” solely for testing and evaluation, and carry no warranties, service-level commitments, or performance guarantees; b) may be changed, suspended, or withdrawn by AIM at any time and in AIM’s sole discretion; and c) are excluded from AIM’s standard production support and indemnification obligations unless AIM expressly agrees otherwise in writing. If Customer elects to participate in a Beta Offering, Customer agrees to a) **Provide Feedback.** Deliver timely, candid feedback, suggestions, usage data, and error reports reasonably requested by AIM, b) **Assist with Troubleshooting.** Cooperate with AIM in reproducing, diagnosing, and validating defects or usability issues encountered during the evaluation period, and c) **Serve as a Reference.** Permit AIM to identify Customer, at a general, non-confidential level, as a reference user of the applicable Beta Offering in discussions with prospective Customers, partners, or investors. Participation in any Beta Offering is optional and may be terminated by either Party at any time upon written notice. Termination or expiration of a Beta Offering will not affect any then-current production licenses, subscriptions, or statements of work.
- f. **Purchase Orders.** Any Customer purchase-order or similar document is for administrative convenience only. No Customer-supplied terms will be binding unless expressly accepted in writing and signed by AIM.

3. LICENSED PROFESSIONAL-DEVELOPMENT CONTENT

- a. **License Grant.** Subject to Section 7 (Fees) and Customer’s continued compliance with this Agreement, AIM grants Customer a perpetual, worldwide, non-exclusive, non-transferable, and non-sublicensable right for Authorized Users to access and view the Licensed Content for a period of one year after license activation, solely for Customer’s internal educational or administrative purposes, and only through one or more of the following AIM-approved delivery modalities:
 - i. Digital Streaming – transient, view-only access via a third-party learning-management system designated by AIM (the “Platform”);
 - ii. Live, In-Person Instruction – instructor-led sessions conducted by AIM personnel at Customer’s premises or another mutually agreed location; and
 - iii. Live, Virtual Instruction – instructor-led sessions delivered via Zoom (or a successor videoconferencing tool selected by AIM).

Except for the momentary, machine-readable display incidental to the foregoing authorized access, no license is granted to download, reproduce, distribute, transmit, display, perform, copy, store, scrape, screen-capture, record, capture via AI-enabled tools, photograph, video record, translate, adapt, modify, create derivative works of, sublicense, sell, lend, lease, or otherwise exploit the Content, in whole or in part, without AIM's prior written consent. Any attempt to do so, or to enable a third party to do so, constitutes a material breach of this Agreement.

- b. **Accessibility Commitment.** AIM commits to using commercially reasonable efforts to ensure the Licensed Content conforms to Web Content Accessibility Guidelines (WCAG). Where conformance is not feasible, AIM will document known issues.
- c. **Updates and Revisions.** AIM may provide Maintenance Releases of the Content at its discretion. Major revisions or new editions will be subject to additional fees unless otherwise agreed.
- d. **Cancellation.** Pre-registration with AIM is required for all training synchronous consumption of Licensed Content. Registrations are refundable up to 21 days prior to the access / start date of the course, less a \$25 processing fee. Cancellations less than 21 days prior to the access / start date of the course will be refunded at 50% of tuition rate. Refunds will not be available if:
 - i. the Licensed Content has been activated by using the enrollment link to the AIM Pathways platform,
 - ii. a request to cancel is received less than 2 business days before the access/start date of the course,
 - iii. or if the access / start date for your course has passed, even if the Licensed Content has not yet been activated.

While AIM makes every effort to provide the training sessions on the dates as advertised, they are subject to change without notice. AIM reserves the right to cancel or change a training session due to low enrollment or reasons beyond our control. We will attempt to notify affected registrants to reduce any inconvenience - AIM is not liable for any expenses incurred due to cancellation.

4. CUSTOMER RESPONSIBILITIES FOR LICENSED CONTENT

- a. **Limit Access.** Restrict access to the Licensed Content to the specific Authorized Users identified in the Order Form or Work Order, and ensure that such access occurs only through the AIM-provided modalities.
- b. **Maintain Control.** Implement and enforce reasonable administrative, technical, and physical safeguards, including unique credentials, role-based permissions, and periodic access reviews, to prevent any unauthorized access of the Licensed Content.
- c. **Monitor Use.** Supervise and monitor all consumption of the Licensed Content by Authorized Users and remain solely responsible and liable for every act or omission that occurs under Customer's accounts, whether or not such use is authorized or violates this Agreement. Any act or omission by an Authorized User that would constitute a breach of this Agreement if committed by Customer shall be deemed a breach by Customer.
- d. **Educate Users.** Make each Authorized User aware of, and contractually require compliance with, all provisions of this Agreement that pertain to the Licensed Content, including the prohibition on reproduction, redistribution, or derivative works.
- e. **Report Misuse.** Promptly notify AIM in writing of any actual or suspected security incident, unauthorized access, or misuse of the Licensed Content and cooperate with AIM to investigate and remediate the issue.

5. SAAS SOFTWARE SUBSCRIPTION

- a. **Access Rights.** During the Subscription Term, AIM grants Customer a revocable, limited, non-exclusive right for Authorized Users to access and use the SaaS, APIs, and Documentation in accordance with the usage metrics (e.g., named users, concurrent users, enterprise license) set forth in the Order Form or Work Order..
- b. **Default Subscription Term.** Unless an Order Form or Work Order states a different period, the initial term of each subscription license is twelve (12) months beginning on the license-activation date (the “Initial Subscription Term”) and will automatically renew for successive twelve-month periods (each, a “Renewal Term”) unless either Party gives at least sixty (60) days’ written notice of non-renewal before the end of the current term. Fees for each Renewal Term will be invoiced annually in advance and are subject to the price-increase mechanism in Section 7.
- c. **Usage Restrictions.** Customer shall not: (i) circumvent technical controls; (ii) use the SaaS to process or store data that is classified, export-restricted, or otherwise subject to heightened security requirements without prior written consent; (iii) perform penetration testing without AIM’s prior approval; or (iv) employ the SaaS in life-support or safety-critical systems.
- d. **Security Audit Reports.** Upon written request no more than once per year, AIM will provide a copy of its current cybersecurity posture or an equivalent third-party security-assessment summary under an appropriate NDA.
- e. **Accessibility.** AIM commits to using commercially reasonable efforts to ensure the SaaS software conforms to Web Content Accessibility Guidelines (WCAG). Where conformance is not feasible, AIM will document known issues.
- f. **Scheduled Maintenance.** AIM will provide at least 72 hours’ notice for Scheduled Downtime exceeding 30 minutes. AIM will endeavor to schedule maintenance outside of peak school-operation hours in the Customer’s primary time zone.
- g. **Open-Source Software Compliance.** AIM represents that all OSS components used in the SaaS are utilized in accordance with their respective OSS Licenses and do not impose obligations that conflict with Customer’s restricted-use license under this Agreement.

6. PROFESSIONAL SERVICES

AIM may, under one or more Statements of Work (“SOW”) or Work Orders (“Work Order”), provide any combination of the following service categories (collectively, “Professional Services”):

- i. Application Services – on demand literacy engagements that translate the science of reading into direct services that may include breakout sessions, keynote sessions, facilitation, and other ad hoc related consulting and supportive services.
- ii. Implementation Services – end-to-end, district-wide professional services delivered through a framework that aligns leadership, delivers ongoing coaching, and uses data-driven course corrections to embed structured-literacy practices and sustain them at scale.
- iii. Instructional-Coaching Sessions – one-hour coaching appointments, remote or on-site, that provide guidance to teachers or literacy leaders. Sessions follow AIM’s six-phase coaching model (relationship-building, goal-setting, strategy modeling, guided practice, performance feedback, and reflection) and are scheduled in mutually agreed blocks.
- iv. Local Integrated Literacy Coach (L-ILC) – a competency-based program in which qualified candidates complete prerequisite coursework, attend at least ten Coach-the-Coach sessions, submit fidelity evidence, pass the Integrated Literacy Coaching Certification Exam, and qualify for annual renewal. As part of any SOW

or Word Order for this service, Exhibit A of the SOW or Work Order references the certification process.

- v. Local Integrated Literacy Facilitator (L-ILF) – a competency-based certification in which qualified candidates complete prerequisite coursework, attend six to eight Trainer-of-Trainer sessions, including assignments and companion text, and attend the annual virtual training to qualify for renewal.
- b. **Authority-Based Scope & Schedule.** The Services are limited to activities that fall within Customer’s lawful mandate, purpose, and authority as in effect on the SOW or Work Order Effective Date. AIM will not be required to perform, and Customer will not request, Services that lie outside that mandate. Any material change or expansion that exceeds Customer’s existing authority must be documented in a mutually executed Change Order or amendment setting out the revised scope, fees, and schedule. Each SOW or Work Order will define the applicable service category, scope, schedule, milestones, deliverables, assumptions, Customer dependencies, expectations, and acceptance criteria. Services begin on the later of (i) the SOW or Work Order effective date or (ii) AIM’s receipt of any required upfront payment.
- c. **Eligible Participants.** Unless an SOW or Work Order expressly states otherwise, participation in any course, training, breakout sessions, facilitations, workshop, or other educational program that forms part of the Professional Services is limited to individuals who, at the time of execution of the applicable SOW, Work Order, or Order Form, are within Customer or Sponsoring Agency’s lawful purview. Enrollment of any other individuals requires the prior written consent of both AIM and Customer and, if granted, will be documented in a mutually executed Change Order or amendment specifying any corresponding fee, scope, or scheduling adjustments.
- d. **Service Units.** Application, implementation, and coaching engagements may be time-and-materials or fixed-fee, as stated in the SOW or Work Order.
- e. **Project Governance.** Each Party will designate a project manager empowered to make day-to-day decisions on its behalf. The managers will confer from time to time, at a cadence and in a format (videoconference, telephone, or in person) mutually agreed by the Parties.
- f. **Session Length.** Unless an SOW or Work Order expressly provides otherwise, each live Professional-Services session is a single, self-contained block of up to sixty (60) minutes and may not be subdivided or prorated.
- g. **Cancellation or Rescheduling.** Unless the applicable SOW or Work Order sets a different window, Customer may cancel or reschedule a Session (coaching appointment, workshop, keynote, or other live facilitation) without charge by giving AIM written notice no later than one (1) full business days before the scheduled start time. If the Session requires AIM’s on-site travel, written notice must be given three (3) business days in advance. Requests received after the applicable deadline, or any failure to attend at the scheduled time, will be billed as reflected in the applicable SOW, Work Order, or Order Form.
- h. **Expiration of Prepaid Units.** Unless the SOW or Work Order specifies a different period, any unused pre-paid hours or reserved sessions expire twelve (12) months after the SOW or Work Order effective date and are non-refundable and non-transferable.

7. INTELLECTUAL-PROPERTY OWNERSHIP AND LICENSES

- a. **AIM Intellectual Property.** AIM owns all intellectual-property rights in and to the Offerings and any enhancements thereto, including Licensed Content, Deliverables, Aggregated Data, AIM’s Integrated Literacy Model, tools, toolkits, instructional materials, teaching models and methodologies, frameworks, analytics, algorithms, and AI models trained on Aggregated Data.

- b. **License to Aggregated Data.** Customer grants AIM a perpetual, irrevocable, royalty-free license to create Aggregated Data and use it for product improvement, benchmarking, and research. AIM will not re-identify individuals from Aggregated Data.
- c. **Customer Materials.** Customer grants AIM a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and display Customer Materials solely to perform the Services and deliver the Offerings. Customer represents that it has all rights necessary to grant such a license.
- d. **Feedback License.** Feedback is provided "as is" and without obligation. AIM may freely exploit anatomized Feedback, including by incorporating it into the Offerings.
- e. **Trademarks.** Each Party retains all right, title, and interest in its trademarks. Usage of a Party's marks requires prior written consent, except as permitted under Section 6.6.
- f. **Publicity; Reference Rights.** Unless Customer opts out in writing, AIM may list Customer's name and logo on its website and in sales presentations. Any press release requires mutual written approval.

8. CONFIDENTIAL & PROPRIETARY INFORMATION

Customer acknowledges that the Licensed Content, Deliverables resulting from Professional Services, and SaaS Software provided under this Agreement contains proprietary methodologies, copyrighted materials, trade secrets, and other confidential and intellectual property owned or properly licensed by AIM. Customer further understands that, in the course of receiving access to the Licensed Content, Professional Services Deliverables, and SaaS Software, it may become exposed to sensitive, non-public information, including AIM's instructional design, AIM's Integrated Literacy Model, pedagogical strategies, curriculum structure, tools, templates, and/or related business practices (collectively, "Confidential Information"). Accordingly, the parties agree as follows:

- a. **Confidentiality Obligations:** Customer shall maintain the confidentiality of all Confidential Information disclosed or made accessible by AIM, whether in written, oral, electronic, visual, or other tangible form, and shall use such information solely for the purposes permitted under this Agreement. Customer shall protect such information using at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable standard of care. Customer shall not disclose AIM's Confidential Information to any third party without AIM's prior written consent and shall ensure that any Authorized Users or other personnel granted access are bound by confidentiality obligations no less protective than those herein. These obligations survive termination or expiration of this Agreement (i) for five (5) years from the date of disclosure, or (ii) with respect to trade secrets, for so long as such information remains a trade secret under applicable law, whichever is longer. Upon termination or expiration, all access to the Licensed Content and associated resources shall cease.
- b. **Restrictions on Use and Disclosure:** Customer shall not reproduce, modify, distribute, publicly display, transmit, or create derivative works from any portion of the Licensed Content without AIM's express written consent. Customer shall not use the Licensed Content or AIM's Confidential Information for competitive purposes or for the benefit of any third party. Confidential Information does not include information that: (a) was publicly known at the time of disclosure; (b) becomes publicly known through no fault of Customer; (c) is rightfully received from a third party without restriction; (d) is independently developed by Customer without reference to AIM's Confidential Information; or (e) is disclosed pursuant to a valid court order, subpoena, or other governmental demand, provided that Customer

gives AIM prompt written notice (to the extent legally permitted) and reasonable cooperation to seek protective treatment.

- c. **Intellectual Property Rights:** Customer acknowledges and agrees that all intellectual property rights in and to the Licensed Content, Deliverables, and SaaS software, including copyrights, trademarks, trade secrets, curriculum designs, lesson structures, tools, templates, instructional models, AIM's Integrated Literacy Model, and supporting materials, are and shall remain the sole and exclusive property of AIM or its licensors. Nothing in this Agreement grants Customer any ownership interest in the Licensed Content, Deliverables, and SaaS software. Customer shall not use AIM's name, logos, trademarks, or other branding materials in any manner, including promotional or marketing materials, without AIM's prior written authorization. AIM reserves all rights not expressly granted herein. Any unauthorized use or disclosure of AIM's Confidential Information or intellectual property constitutes a material breach of this Agreement and entitles AIM, in addition to all other remedies available at law or in equity, to seek immediate injunctive relief without the necessity of posting bond

9. DATA PROTECTION, PRIVACY, AND SECURITY

- a. **Data Processing Addendum.** The Data Protection Addendum attached as Exhibit B ("**DPA**") forms part of this Agreement and governs AIM's processing of Personal Information. In case of conflict, the DPA prevails with respect to Personal Information. Should a Data Sharing Agreement be required to support the obligations of this Agreement, a separate exhibit of the Data Sharing Agreement shall be provided.
- b. **Customer Obligations.** Customer is solely responsible for: (a) the accuracy, quality, and legality of Customer Data; (b) obtaining all necessary consents; and (c) ensuring that its configuration of the SaaS is appropriate for its compliance needs.
- c. **CCPA Service Provider.** For Personal Information subject to the CCPA, AIM will act as a "Service Provider" and will not Sell or Share (as defined in the CCPA) such Personal Information.
- d. **Incident Notification.** AIM will notify Customer of a Data Breach without undue delay and no later than 72 hours after confirmation. Notifications will include, to the extent known, the nature of the breach, the categories of affected data, and mitigation steps.

10. WARRANTIES AND DISCLAIMERS

- a. **Performance Warranty for SaaS.** AIM warrants that the SaaS will perform materially in accordance with the Documentation and the SLA during the Subscription Term.
- b. **Content Warranty.** AIM warrants that the Content and Deliverables, when delivered, will not knowingly infringe any third-party intellectual-property right.
- c. **Accessibility Commitment.** AIM will use commercially reasonable, good-faith efforts to ensure that the current release of the SaaS and any newly developed digital Content conform to the Accessibility Standards.
- d. **Professional Services Warranty.** AIM warrants that Professional Services will be performed in a professional and workmanlike manner using personnel with appropriate skills and experience.
- e. **Remedies.** For breach of a warranty, AIM will, at its expense and within a reasonable time, (a) re-perform the non-conforming Services, (b) correct the SaaS or Content, or (c) replace the affected Deliverable. If AIM is unable to remedy the breach within 30 days, Customer may terminate the affected Ordering Document and receive a pro-rated refund of prepaid, unused fees.
- f. **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE OFFERINGS ARE PROVIDED "AS IS." AIM DISCLAIMS ALL OTHER WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND COURSE OF PERFORMANCE.

11. INDEMNIFICATION

- a. **AIM Intellectual Property Indemnity.** AIM will defend and indemnify Customer against any third-party claim alleging that the Offerings infringe a U.S. patent, copyright, or trademark.
- b. **Customer Data Indemnity.** Customer will defend and indemnify AIM against claims arising from Customer Data, Customer Materials, or Customer's breach of Export Laws.
- c. **Indemnity Procedure.** The indemnified Party must (a) promptly notify the indemnifying Party, (b) grant sole control of the defense, and (c) provide reasonable cooperation. The indemnifying Party may not settle a claim that imposes non-monetary obligations on the indemnified Party without consent (not unreasonably withheld).
- d. **Exclusions and Mitigation.** AIM's obligations do not apply to claims arising from unauthorized modifications, combination with third-party products, or use beyond the scope of the license. AIM may mitigate by procuring rights, modifying the Offering, or terminating the affected Ordering Document with a refund of unused fees.

12. LIMITATION OF LIABILITY

- a. **Monetary Cap.** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDERING DOCUMENT IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- b. **Excluded Claims.** "Excluded Claims" means (a) a Party's breach of its confidentiality obligations, (b) a Party's indemnity obligations, (c) gross negligence or willful misconduct, and (d) violation of a Party's intellectual-property rights.
- c. **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY.
- d. **Failure of Essential Purpose.** The limitations in this Section apply notwithstanding any failure of essential purpose of any limited remedy.

13. TERM, TERMINATION, AND SUSPENSION

- a. **Term.** This Agreement commences on the Effective Date and continues until terminated as set forth herein.
- b. **Termination for Cause.** Either Party may terminate an Ordering Document or this Agreement for material breach that remains uncured 30 days after written notice.
- c. **Suspension for Cause.** AIM may suspend Customer's access to the SaaS if (a) required by law or court order, (b) Customer's use poses a security risk, or (c) undisputed amounts remain unpaid 30 days past due. AIM will lift the suspension when the cause is remedied.
- d. **Effect of Termination.** Upon termination, Customer will immediately discontinue use of the affected Offerings and return or destroy AIM Confidential Information. Customer may, within 30 days, request a one-time export of Customer Data in CSV or mutually agreed format.
- e. **Survival.** Sections 1, 6, 7 (for unpaid fees), 8, 9, 10.6, 11, 12, 13.4–13.5, 14, 15, and the Exhibits survive termination.

14. GOVERNING LAW; DISPUTE RESOLUTION

- a. **Law and Venue.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The state and federal courts sitting in Philadelphia County, Pennsylvania have exclusive jurisdiction.
- b. **Class-Action Waiver.** The Parties waive any right to participate in a class or representative action arising out of or related to this Agreement.
- c. **Jury-Trial Waiver.** The Parties waive their right to a jury trial in any litigation arising out of or relating to this Agreement.
- d. **Equitable Relief.** Nothing in this Section prevents either Party from seeking provisional or injunctive relief in any court of competent jurisdiction to protect its intellectual-property rights or Confidential Information.

15. FEES, INVOICING, AND PAYMENT

- a. **Fees and Increases.** Fees are set forth in each Ordering Document. SaaS subscription fees for renewal terms may increase by the lesser of (a) 5 % or (b) the percentage increase in the Consumer Price Index.
- b. **Disputed Amounts.** Customer must provide written notice of any good-faith dispute within 15 days of invoice date and pay all undisputed amounts. The Parties will cooperate to resolve disputes within 30 days.
- c. **Tax Withholding.** If Customer is required to withhold taxes, it will gross up payments so AIM receives the amount it would have received absent withholding.
- d. **Suspension for Non-Payment.** AIM may suspend access to the SaaS or cease performing Services if undisputed amounts remain unpaid 30 days past due, provided AIM gives at least 5 business days' prior written notice.
- e. **Refunds.** Except as expressly provided in Sections 10.2 and 13.2, all fees are non-refundable.

16. MISCELLANEOUS

- a. **Non-Solicitation.** For the term of the Agreement and 12 months thereafter, neither Party will solicit for employment any employee of the other Party who became known through the performance of this Agreement; general solicitations not directed at the individual are permitted.
- b. **Subcontractors.** AIM may use qualified subcontractors, provided AIM remains fully responsible for their performance.
- c. **Insurance.** AIM will maintain (a) Commercial General Liability, (b) Technology Errors and Omissions, and (c) Cyber and Privacy Liability insurance, each with limits of at least \$2 million per claim and \$2 million aggregate.
- d. **Force Majeure.** Neither Party will be liable for any delay or failure to perform its obligations (other than payment obligations) if the delay or failure results from causes beyond the impacted Party's reasonable control, including acts of God, flood, wildfire, earthquake, severe storm or other natural disaster; epidemic, pandemic, or public-health emergency; acts of war, terrorism, civil unrest, or sabotage; governmental action or embargo; labor strike or lockout (excluding a Party's own workforce); unavailability of utilities, telecommunications, or Internet service; or shortage of materials or transportation (each, a "Force-Majeure Event"). The affected Party must promptly notify the other in writing, describing the Force-Majeure Event and its expected duration, and use commercially reasonable efforts to mitigate its effects. Performance will be suspended only for the period the Force-Majeure Event continues and for a reasonable time thereafter to allow resumption.
- e. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except to an Affiliate or in connection with a merger,

acquisition, or sale of substantially all assets, provided the assignee assumes all obligations.

- f. **Entire Agreement.** This Agreement, together with all Ordering Documents and Exhibits, constitutes the entire agreement and supersedes all prior agreements.
- g. **Amendment; Waiver.** Amendments must be in writing and signed by both Parties. Failure to enforce any provision is not a waiver.
- h. **Severability.** If any provision is held unenforceable, the remaining provisions remain in effect, and the Parties will substitute an enforceable provision that most closely reflects the intent.
- i. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, including via e-signature, each of which is deemed an original.

SIGNATURES

AIM Institute for Learning & Research

Mariano Castro Elementary

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT A – SERVICE LEVEL AGREEMENT (SLA)

1. Licensed Content - Support Commitments

- a. Coverage window. AIM provides live support from 8 a.m. to 5 p.m. Eastern, Monday through Friday (excluding AIM-published holidays). Messages received outside that window are timestamped at the next business hour.
- b. Issue tiers and target response times.
 - i. **Severity 1** - Critical (complete loss of access to specific Licensed Content for all Authorized Users): initial response within two (2) business hours; status updates every four business hours until a workaround or resolution is provided.
 - ii. **Severity 2** - Major (material degradation or missing content for a subset of users): initial response within four (4) business hours; daily status updates until resolution.
 - iii. **Severity 3** - Minor (general questions, how-to questions, certificate issuance, typos, or cosmetic issues): initial response within one (1) business day; best-efforts resolution in the next regular content maintenance update.
- c. Platform disclaimer. Licensed Content is streamed through a third-party learning-management system ("Platform") that is outside AIM's direct operational control. AIM will: (i) relay any scheduled Platform maintenance at least forty-eight hours in advance whenever AIM receives such notice, and (ii) notify Customer promptly if AIM becomes aware of an unexpected Platform outage, providing any information AIM can reasonably obtain.

2. SaaS Software - Availability and Support

- a. Uptime target. AIM will make the SaaS available not less than 99.5 percent of each calendar month, excluding: (a) scheduled maintenance announced at least forty-eight hours in advance and totaling no more than two hours per month, (b) emergency maintenance not exceeding one hour per incident, and (c) factors outside AIM's reasonable control (e.g., Internet-wide disruptions, force-majeure events).
- b. Coverage window. AIM provides live support from 8 a.m. to 5 p.m. Eastern, Monday through Friday (excluding AIM-published holidays). Messages received outside that window are timestamped at the next business hour.
- c. Issue tiers and target response times.
 - i. **Severity 1** - Critical (complete loss of access to specific SaaS software for all Authorized Users): initial response within two (2) business hours; status updates every four business hours until a workaround or resolution is provided.
 - ii. **Severity 2** - Major (material degradation or missing data or features for a subset of users): initial response within four (4) business hours; daily status updates until resolution.
 - iii. **Severity 3** - Minor (general questions, how-to questions, typos, or cosmetic issues): initial response within one (1) business day; best-efforts resolution in the next regular content maintenance update.

- d. Maintenance communications. AIM will publish release notices and planned maintenance windows on the SaaS status page and, when practicable, e-mail the Customer's designated admin contacts.

3. Professional Services - Responsiveness

- a. For advisory consulting, implementation assistance, coaching sessions, and coaching certification program support:
 - i. **Availability for questions.** AIM personnel will accept e-mail inquiries during the standard business-hour window stated above.
 - ii. **Follow-up cadence.** AIM will acknowledge a question or request for clarification by the next business day and will provide a substantive answer-or an estimated timeline for more complex matters-within two (2) business days.
 - iii. **Live sessions.** Any scheduled meetings or coaching sessions will start within ten minutes of the agreed time unless rescheduled by mutual consent.
- b. Reasonable delays caused by the Customer (for example, unavailability of required personnel or data) toll the applicable response or resolution clock until the dependency is resolved.

EXHIBIT B – DATA PROTECTION ADDENDUM (DPA)

1. Definitions

- a. Personal Data – any information that identifies, relates to, or can reasonably be linked to an identified or identifiable natural person. This includes “Personally Identifiable Information” for all employees of Customers..
- b. Student Data – Personal Data relating to an individual, regardless of age, that is maintained by an educational agency or institution and is protected by FERPA or a comparable state law.
- c. De-Identified Data – data that cannot reasonably be used to identify a person even when combined with other reasonably available information, as defined by FERPA § 99.31(b) and CCPA § 1798.140.
- d. Controller / Processor Roles – for regimes that distinguish these roles, the Customer acts as the Controller (or equivalent), and AIM acts as the Processor (or “Service Provider”).

2. Scope and Purpose

- a. AIM will process Personal Data only to deliver the Offerings (which may include data analysis, reporting, or other data summarization methods), meet its legal obligations, or follow the Customer’s documented instructions. AIM will not:
- b. sell or “share” Personal or Student Data;
- c. use Student Data for targeted advertising, behavioral profiling, or marketing; or
- d. create personal-data profiles unrelated to improving literacy instruction.

3. Data Taxonomy

AIM classifies data into four tiers that drive the security controls applied:

- a. Tier A – Student Data (e.g., names, IDs, assessment results).
- b. Tier B – Staff PII (e.g., employee IDs, district e-mail addresses).
- c. Tier C – Operational Metadata (e.g., anonymized usage logs).
- d. Tier D – De-Identified / Aggregated Analytics (no re-identification risk).

4. Security Controls (aligned to NIST 800-53)

- a. Encryption – AES-256 at rest and TLS 1.2+ in transit; keys in FIPS-validated HSMs.
- b. Monitoring – alerting; vulnerability penetration tests on a regular and reasonable schedule.
- c. Backup & Continuity – daily encrypted backups with 30-day point-in-time recovery.
- d. Physical Security – badge access and CCTV controls on premises.

5. Access Controls & Least-Privilege

- a. Role-based access control limits each employee to the minimum data needed for their duties.
- b. Multi-factor authentication is mandatory for privileged and remote access.
- c. AIM reviews and removes stale or excessive privileges quarterly.
- d. The Customer must deactivate departing users within twenty-four hours of separation.

6. Data Handling, Storage Location, and Transmission

- a. All Personal Data is stored in U.S. data centers unless the Customer selects another legally compliant region in writing.
- b. Printed Tier A or Tier B data must be locked up and shredded when no longer needed.
- c. Data in transit uses TLS 1.2+ (API and browser sessions) or SFTP with SSH-2 keys for batch transfers; API calls are authenticated via OAuth 2.0.

7. Retention and Destruction

- a. Tier A and Tier B data are deleted or returned within thirty (30) days after contract termination or the Customer's written deletion request.
- b. Tier C data are retained up to eighteen (18) months for troubleshooting, then de-identified or deleted.
- c. Tier D data (already de-identified) may be retained indefinitely.
- d. Secure deletion follows NIST 800-88 standards

8. Sub-Processors

AIM may use vetted sub-processors (e.g., hosting, analytics). AIM will:

- a. publish an up-to-date list available upon request
- b. bind each sub-processor to written obligations no less protective than this DPA;

9. Data-Subject and Parent Rights

AIM will, within ten business days, assist the Customer in responding to:

- a. FERPA requests to inspect, review, amend, or delete Student Records;
- b. CCPA / CPRA access or deletion requests;
- c. COPPA parental-consent withdrawals.

10. Incident Response

- a. AIM continuously monitors key systems and triages suspected events immediately.
- b. Confirmed Tier A or Tier B incidents receive priority containment within one (1) hour.
- c. AIM notifies the Customer without undue delay, and no later than 72 hours after confirmation, providing all legally required details and cooperating on any mandated notifications or remedial measures.

11. Audit and Documentation

Upon written request, AIM will provide a most recent SOC 2 Type II report or equivalent assessment by a third party for AIM systems and sub-processes, a summary of its annual

NIST/CMMI assessment, and answers to up to 150 reasonable security or privacy questions each calendar year.

12. Changes to this DPA

AIM may update this DPA to reflect changes in law or improvements to its security framework. Material reductions in protection will not take effect until thirty (30) days after written notice, during which the Customer may terminate the affected Services without penalty.

13. Precedence and Term

If a conflict exists between this DPA and any other part of the Agreement, this DPA controls for data-protection matters. The DPA remains in force as long as AIM processes Personal Data on behalf of the Customer.

EXHIBIT C – PROFESSIONAL SERVICES GOVERNANCE

- 1. Staffing.** AIM will assign personnel with appropriate skills. AIM may replace personnel with advance notice and without degradation of service quality.
- 2. Work Product License.** Unless otherwise set forth in the SOW or Work Order, Deliverables are AIM Intellectual Property licensed under Section 5.2.
- 3. Delay Remedies.** If AIM is solely responsible for a milestone delay exceeding 10 business days, AIM will propose a recovery plan at no additional cost.



This **Work Order** (“Work Order”) is issued under, and is governed by, the **Master Agreement** (“Master Agreement”) between **AIM Institute for Learning & Research** (“AIM”) and the customer identified below. Capitalized terms not defined here have the meaning given in the Master Agreement.

ADMINISTRATIVE DETAILS

| | |
|---|--|
| Work Order Title | ERSS Demonstration Project: K-1 |
| Work Order Number | CastroElem.ERS 7-1-2025 |
| Work Order Effective Date | 7/1/2025-6/30/2026 |
| Master Agreement Date | 5/28/2025 |
| Customer Legal Name | Mariano Castro Elementary |
| Sponsoring Agency (if different from the above) | |
| Bill-To Address | 1400 Montecito Ave. Mountain View, California 94043 |
| Ship-To Address | 500 Toft St. Mountain View, California 94041 |
| Customer Contact Name | Cyndee Nguyen |
| Customer Contact Email | cnguyen@mwwsd.org |
| Customer Contact Phone | 650-0526-3500 |
| AIM Project Manager | Erin Marshman |
| Non-Profit or For-Profit Entity | <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit |

PURPOSE & OBJECTIVES

The purpose of AIM’s Early Reading Success model is to empower educators and leaders through scaffolded learning and implementation support with a targeted focus on reading proficiency by grade 1. The model is designed as a multi-tiered system of support that connects teacher training, coaching, and leadership strategies to drive measurable student progress. Our goal is to equip teachers, enrich instructional practice, and guide leadership in creating the infrastructure that leads to transformational change in literacy achievement.

SCOPE OF DELIVERABLES

K-1 Teachers / AIM Early Reading Success Course: Delivered through AIM’s interactive Pathways platform, the course includes 7 sections and follows a Learn-Practice-Apply cycle to support translation from theory to practice. Participants explore foundational literacy components including phonological awareness, decoding, and spelling, with an emphasis on structured literacy principles. The course also features four synchronous community-of-practice sessions led by AIM facilitators and three data-dive meetings to help educators apply course content to classroom data and instructional planning. Participants complete pre- and post-course knowledge inventories to measure growth, and those who fulfill all requirements receive a certificate of completion and are eligible for 27 CEUs. This scope item includes the following:

Building Principal / AIM Implementation for Leaders: AIM’s Implementation Blueprint merges the science of reading and the science of implementation from inception to sustainability. This service ensures the alignment of effective interventions and structured implementation methods and enables contexts to achieve meaningful, long-term improvements in literacy outcomes. The program includes a 1-hour asynchronous introduction module, 25 personalized implementation sessions (virtual), and AIM’s Blueprint guide. All sessions are context-specific and cover needs sensing with implementation teams and district groups, driver selection, strategic plan development, practical tools, and data metrics to ensure sustainable success. This program specifically supports the establishment and/or refinement of an MTSS system to ensure reading proficiency in grades kindergarten and first grade.

Instructional Coach / AIM Literacy Coaching Training: AIM’s Coaching Model aims to enhance literacy instruction through a six-phased, collaborative approach. This structured model focuses on building relationships, setting goals, modeling strategies, and providing continuous support. The phases facilitate teacher growth, increase instructional fidelity, and improve student literacy achievement. This coach-the-coach model includes up to 15 individual virtual sessions, AIM’s Coaching Playbook, and all coaching protocols, walk-throughs, and checklists needed to ensure success.

Instructional Coach / AIM Literacy Coach Certification: AIM Certified Literacy Coaches (L-ILC) must meet the following criteria to obtain certification: (1) Attend a minimum of 10 Coach-the-Coach sessions (Subject to Readiness), (2) Structured Literacy Coaching Certification Exam (SL-C), (3) Required uploads: Classroom Observations and Fidelity Inventories, and (4) Completion of Pre & Post Performance Tasks.

SCHEDULE & MILESTONES

| Timeline | Milestone |
|-------------------|---|
| June '25 | Building leader and AIM team co-create course pacing guide. |
| Jul '25 - Dec '26 | All K-1 teachers/coaches complete the ERSS school course. |
| Jul '25 - Jun '26 | Building principal engages in 25 implementation sessions. |
| Oct '25 - Jun '26 | Instructional coach begins 15 coaching sessions. |

| | |
|---------|---|
| May '26 | Instructional coaching certification due. |
|---------|---|

ROLES & RESPONSIBILITIES

AIM’s Responsibilities

- Conduct needs sensing and focus groups to assess the current reality and inform planning prior to implementation
- Coach leaders to create a school-based team to develop and advance a plan for implementation, supporting educator knowledge and multi-tiered systems of support
- Supply evidence-based instructional resources and tools to support literacy instruction
- Provide fidelity tools for observation, feedback, and implementation data collection, as outlined in the *AIM Implementation Blueprint* and *AIM Literacy Coaching Playbook*
- Assist in analyzing literacy data to guide instructional decisions
- Assist leaders in analyzing observation data to plan additional professional learning
- Conduct 3 data implementation meetings to report and highlight strengths and identify areas for continued growth

Customer’s Responsibilities

- Ensure all team members participate in and complete AIM’s coursework, training, and coaching sessions
- Integrate evidence-based literacy practices from AIM training into daily instruction
- Dedicate time for ongoing learning and collaboration among educators
- Collect, analyze, and share literacy data according to current data-sharing agreements
- Provide testimonials and share progress results with AIM for use in marketing efforts
- Foster a school-wide culture of commitment to literacy

DATA COLLECTION

To support lasting implementation, AIM’s Implementation and Coaching Model will collect impact data aligned to *Thomas Guskey’s Level of Impact* via SurveyMonkey:

| | | |
|---|--|---|
| Educator Reactions (Guskey Level 1) | Foster a positive experience in professional learning and collaboration. | Focus Groups Coaching Reflections Survey |
| Educator Learning (Guskey Level 2) | Demonstrate knowledge of structured literacy principles. | Post-Knowledge Inventories Coaching Competencies Rubric |
| Organizational Support and Change (Guskey Level 3) | Develop a system that honors structured literacy principles. | Usability Survey Needs Sensing Assessment Coaching Effectiveness Survey |
| Educator Use of New Knowledge and Skills (Guskey Level 4) | Demonstrate transfer from teacher understanding to application of evidence-based practices in structured literacy. | Classroom Observations Practice Profiles |

| | | |
|---|---|------------------------|
| Student Learning Outcomes (Guskey Level 5) | Demonstrate measurable growth in students' literacy achievement | Student Screening Data |
|---|---|------------------------|

ELIGIBLE PARTICIPANTS & PREREQUISITES

The following conditions must be in place before AIM delivers the SoW: (a) the building leader has completed *Pathways to Proficient Reading* or *Pathways to Literacy Leadership* with a minimum score of 80%; (b) a universal screening system is in place; (c) High quality Tier I curriculum has been adopted and is aligned to structured literacy principles. If a prerequisite is not met, the Parties will confer, and AIM may pause Services until the condition is satisfied or a Change Order is executed.

CANCELLATION / RESCHEDULING (LIVE VIRTUAL SESSIONS)

Customer may cancel or reschedule a Session (coaching appointment, workshop, keynote, or other live facilitation) without charge by giving AIM written notice no later than one (1) full business days before the scheduled start time.

TERM & TERMINATION

This SOW begins on the Effective Date and ends upon completion of the Services or earlier as permitted in the Master Agreement. Termination effects and survival are governed by the Master Agreement.

Licensed Content is subject to the access-only license and use-restrictions in § 3 of the Master Agreement; Customer understands Platform availability is outside AIM's operational control.

| Licensed Content Title | Early Reading Success |
|------------------------------------|--|
| Content Description | <ul style="list-style-type: none"> ■ Asynchronous Orientation ■ Pre- and Post-Course Knowledge Inventory ■ 7 Section Course ■ 4 live Virtual Community of Practice Sessions (VCoPs) ■ 3 Virtual Data Dive sessions ■ Pacing Guide schedule for coursework completion ■ 27 hours available for CEUs ■ Certificate of completion |
| Delivery Modality | Digital w/4 Virtual Community of Practice sessions and 3 Virtual Data Dive Sessions |
| Quantity (Cohorts/Seats) | 1 cohort 30 seats per cohort |
| License Fee/per | \$20,000/cohort |
| License Term Duration From / To | 1 Year, 7/1/2025 to 6/30/2026 |

| | |
|-------------------|----------|
| Total Fees | \$20,000 |
|-------------------|----------|

| | |
|---|--|
| Licensed Content Title | Implementation Science: An Introduction |
| Content Description | <ul style="list-style-type: none"> 3-Section Course |
| Delivery Modality | Asynchronous |
| Quantity (Cohorts/Seats) | Up to 10 seats per school |
| License Term Duration From / To | 1 Year, 7/1/2025 to 6/30/2026 |
| Total Fees | <i>Included in Professional Service Fee</i> |

| | |
|---|---|
| Licensed Content Title | AIM Implementation Blueprint |
| Content Description | <ul style="list-style-type: none"> Structured literacy implementation guide for educational leadership |
| Delivery Modality | Printed |
| Quantity | 1 per school |
| Hard Copy Materials / Cost | Implementation Blueprint / ISBN: 979-8-9882569-6-0 \$100 per guide |
| License Term Duration From / To | Perpetual license subject to the restrictions in the Master agreement |
| Total Fees | <i>Included in Professional Service Fee</i> |

| | |
|---|---|
| Licensed Content Title | AIM Literacy Coaching Playbook |
| Content Description | <ul style="list-style-type: none"> Structured literacy coaching playbook |
| Delivery Modality | Printed |
| Quantity | 1 per school |
| Hard Copy Materials / Cost | Literacy Coaching Playbook / ISBN: 979-8-9882569-8-4 \$100 per guide |
| License Term Duration From / To | Perpetual license subject to the restrictions in the Master agreement |
| Total Fees | <i>Included in Professional Service Fee</i> |

Professional Services is subject to the use-restrictions in § 6 of the Master Agreement.

| Professional Service Title | Implementation for Leaders |
|----------------------------|---|
| Content Description | <ul style="list-style-type: none"> ■ 25 virtual sessions ■ Sessions are context-specific and cover needs sensing with implementation teams and district groups, driver selection, strategic plan development, practical tools, and data metrics to ensure sustainable success |
| Delivery Modality | Virtual via Zoom |
| Quantity (Cohorts/Seats) | 1 seat per school |
| Total Fees | \$25,000 |

| Professional Service Title | Instructional Coaching |
|----------------------------|---|
| Content Description | <ul style="list-style-type: none"> ■ Up to 15 virtual sessions ■ Sessions are context-specific and support coaching competencies with coaching protocols, walk-throughs, and checklists to support implementation |
| Delivery Modality | Virtual via Zoom |
| Quantity (Cohorts/Seats) | 1 seat per school |
| Total Fees | \$5,000 |

FEES, EXPENSES & PAYMENT

| Fees & Other Information | Amounts & Details |
|---|-------------------|
| Total License Fees | \$20,000 |
| Total Professional Service Fees | \$30,000 |
| Philanthropic Donation | \$50,000 |
| Total Fees | \$0 |
| Payment Terms If different than the Master Agreement | Paid via Grant |

Notwithstanding the Total Fees, the Parties acknowledge that the work described herein is fully funded by a philanthropic donation; AIM will issue invoices marked 'Paid via Grant' solely for internal tracking.

SIGNATURES

AIM Institute for Learning & Research

Mariano Castro Elementary

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT A – LOCAL-INTEGRATED LITERACY COACHES (L-ILC) CERTIFICATION PROCESS

To support the sustainability of implementation, AIM offers a coaching certification process with annual renewal obligations.

Initial Certification: 35 CEU Hours

- Pass Pathways to Proficient Reading or Pathways to Literacy Leadership Post-Knowledge Inventory with at least 80%
- Attend at least 10 personalized coaching sessions
- Pass the Literacy Coaching Certification exam with at least 80%
- Upload the following documents to AIM's Learning Management System:
 - Classroom Observation Protocol(s)
 - Classroom Fidelity Inventory(s)
 - Pre-Performance Tasks
 - Pass Post-Performance Task with at least 80%

Annual Renewal: 2 CEU Hours

Local- Integrated Literacy Coaches (L-ILC) are responsible for coaching evidence-based literacy instruction within their school system. There is an annual renewal process that is required for L-ILCs to maintain access and use AIM Coaching materials. The following are due each year:

- Maintain employment by a sponsoring agency
- Submit proof of 10 hours of literacy professional learning aligned to the KPS (at least 3 hours through AIM Institute) using the AIM CEU Log
- Attend the annual virtual retreat for L-ILC (Last Tuesday of Sept.)
- Submit the annual renewal form with a signature from a sponsoring agency
- Submit current resume
- Pass Performance Task with at least 80% (2 months after annual retreat)
- Pay non-refundable \$500 annual renewal fee (1 month prior to retreat)

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 Axiom Advisors & Consultants 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.

- [X] 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).

- [X] Option 1 – Flat Fee of \$ \$11,550.00
[] 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: 07/01/2025 Services End Date: 06/30/2026

4. Submittal of Documents

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

- [X] Signed Agreement
[] Insurance Certificates & Endorsements
[] W-9 Form

5. Classified Service

- [] YES [X] NO

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

6. Notice

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

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

Contractor:
Street
City, Sate, Zip
Attn:

Axiom Advisors & Consultants Inc. DBA Axiom Analytix
4935 Hillsdale Circle
El Dorado Hills, CA 95762
Dean Getz, President & CEO

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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

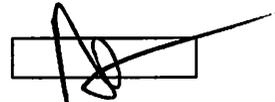
1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute 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#: **42-1689819**

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

(This portion to be filled out by District Representative)
13. Dept/Site Budget Program

Please provide full SACS coding Program 200/214

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

| | |
|--|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: _____ May 28, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Associate Superintendent</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Axiom Analytics</u></p> <p>Dated: <u>MAY 8</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>DAN GER</u></p> <p>Print Title: <u>President</u></p> |
|--|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

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

I. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall collect, document and process the information necessary to develop a SARC for each of District's school site(s) as listed in Appendix B. Information and data in each school's SARC will be accurate upon delivery of the finished product.
- B. Consultant will provide District with a camera-ready electronic version using Adobe™ Portable Document Format (PDF) for each school site as specified in section one above. Consultant shall provide ten full color booklets for each school site as specified in Section I at no additional fee to the District.
- C. Consultant will make a good faith effort to prepare all SARC(s) in accordance with existing laws, regulations and applicable written guidelines.
- D. Consultant and District agree that all original material originated and prepared for District by Consultant shall belong exclusively to and be the property of Consultant. Consultant agrees, however, that on receipt of payment in full under the terms of this contract, Consultant shall convey to District a non-exclusive non-assignable license for use of the SARC, which shall not include the right to provide the SARC to other parties who produce SARCs, and shall not include the right to make modifications of the SARC.
- E. Consultant shall maintain current link to District SARCs on CDE's Find SARC web page.

II. ADDITIONAL SERVICES

- A. **Printing Services:** Consultant shall duplicate camera-ready SARC(s) in color and/or black & white.
District may request this additional service with a contract addendum
- B. **District Report Card Services:** The District may elect to implement PL 107-110 (No Child Left Behind Act of 2001) provisions applicable to SARC by utilizing a district-wide reporting option as indicated in Appendix B rather than including the provisions in the individual site report cards. Consultant will prepare a District Report Card in accordance with PL 107-110 (No Child Left Behind Act 2001). Consultant will provide both English and Spanish translated documents in a camera-ready electronic version using Adobe™ Portable Document Format (PDF). Consultant will provide 25 full color copies of the District Report Card in both English and Spanish versions.
District may request this additional service with a contract addendum

III. DISTRICT RESPONSIBILITIES

- A. District shall provide Consultant with all the documents, records and information necessary to prepare SARC in a timely manner. To ensure finalization of the English and alternative language SARCs by the February 1st deadline, all required SARC data requested of the District must be received by the Consultant by November 1st of each school year.
- B. District agrees to take that official action, such as review of Consultant's SARC drafts that will be necessary for Consultant to perform its obligations under this Contract, in a timely manner. Consultant will provide the District with one set of drafts for each school listed in Appendix B. Consultant will revise each draft one time under the terms of this agreement.
 - 1. Any additional revisions beyond the one draft will be billed at \$90/hour.
 - 2. Draft SARCs need to be returned to the Consultant within 14 days of receipt to ensure finalization by the February 1st deadline.
- C. District agrees to promptly pay Consultant for fees for services rendered and direct costs.
 - 1. Payments are due and payable upon receipt.
- D. District represents and warrants that the information it provides does not and will not infringe the right, title and interest of any third party. District will defend, indemnify, and hold Consultant harmless from and against any and all damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) incurred by Consultant as a result of any judgment or proceeding against Consultant in which it is determined or alleged that any information provided by the District infringes any patent, copyright, trademark, trade secret, or other proprietary right of any third party.

APPENDIX A **PROPOSAL FOR CONTRACT FOR SERVICES**

This proposal for the School District is to provide the services set forth under Section I of the Contract for Services relating to the preparation of the District's report of 2024-25 school activity entitled the school accountability report card and published in 2025-26 school year pursuant to current California Education Code requirements.

The proposed contract amount covers school accountability report card elements of AB 572 (1997), AB 198 (1993), and SB 1665 (1994). The Voter Approved (1999), SB 1632 (2000), and 107-110 (No Child Left Behind Act 2001) elements in the school accountability report card will be prepared at no additional cost.

This proposal is \$11,550.00 for the 2025-26 production of the District's 2024-25 English and Spanish SARCs. For school sites listed in Appendix B that do not require SARC preparation, contract amount will be reduced by \$1,050.00 per site. The proposal includes all fees for the English preparation and Spanish translation of the School Accountability Report Cards for the 11 sites listed in Appendix B. Printing and District Report Card are additional services, and applicable fees are optional and independent of each other and the proposed contract amount for SARC services. District may elect any or all of the additional services through an addendum.

APPENDIX B

| District School Sites | |
|-----------------------|--------------------------------|
| 1 | Bubb Elementary |
| 2 | Castro Elementary |
| 3 | Crittenden Middle |
| 4 | Gabriela Mistral |
| 5 | Graham Middle |
| 6 | Huff Elementary |
| 7 | Jose Antonio Vargas Elementary |
| 8 | Landels Elementary |
| 9 | Monta Loma Elementary |
| 10 | Stevenson School |
| 11 | Theuerkauf Elementary |

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

Vendor Name: Axiom - 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 - approved vendor list

- \$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.

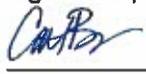
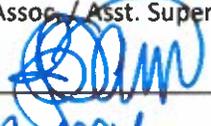
Contract for Energy Services That Will Generate Cost Savings

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: <u></u> | Signature: <u></u> |
| Date: <u>May 28</u> , 20 <u>25</u> | Date: <u>29 MAY</u> , 20 <u>25</u> |
| Print Name: <u>Cathy Baur</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Associate Superintendent</u> | Print Title: <u>Superintendent</u> |

For Department: Educational Services Axiom - \$11,550

Checklist not required for school sites



LOCAL AGREEMENT FOR EARLY EDUCATION SERVICES

DATE: July 01, 2025

CONTRACT NUMBER: CSPP-5540

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6959-00-5

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION*; the GENERAL TERMS AND CONDITIONS (GTC 02/2025)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 02/2025 conflicts with the CT&C, the CT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2025 through June 30, 2026.

For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrates.xlsx, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operation (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$2,082,779.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

MDO: 175

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ctc2025.asp.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2025 unless rejected in writing by June 30, 2025.

Table with financial and program details including columns for Amount Encumbered, Program/Category, Fund Title, Item, Chapter, Statute, Fiscal Year, and Object of Expenditure.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: California Department of Education

***REQUIRED CHECKBOX* for Service Contracts**

State of California

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed contract in lieu of
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. PSA

Contract for Professional Services / Special Services No Cost to the District -

- \$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.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Canopy

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. preferred vendor

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

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Contract for Equipment, Materials and Supplies

- \$75,000 or below, no further steps required.
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Contract for Educational Materials {Ed Services}

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Contract for Perishable Foods {Child Nutrition}

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

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

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- 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.

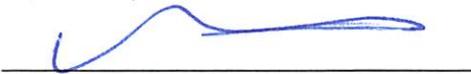
Contract for Energy Services That Will Generate Cost Savings

- 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: <u></u> | Signature: <u></u> |
| Date: <u>June 2, 2025</u> | Date: <u>June 03, 2025</u> |
| Print Name: <u>Dr. Rebecca Westover</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Chief Business Officer</u> | Print Title: <u>Superintendent</u> |

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 Canopy
(“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 \$ \$90,000 per year for three years
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 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: Canopy
1400 Montecito Ave. Street 3921 East Bayshore Road
Mountain View, CA 94043 City, State, Zip Palo Alto, CA 94303
Attn: Chief Business Officer Attn: Jean-Paul Renaud

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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: 501 (c)(3)

Employer Identification and/or SSN#: 01-0565752

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding Program 550

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

| | |
|---|---|
| <p align="center">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: <u>Rebecca Westover</u></p> <p>Print Title: <u>CBO</u></p> | <p align="center">Contractor:</p> <p>Contractor Name: <u>Canopy</u></p> <p>Dated: <u>May 28</u>, 20<u>25</u></p> <p>Signature: </p> <p>Print Name: <u>Jean-Paul Renaud</u></p> <p>Print Title: <u>Executive Director</u></p> |
|---|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

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

Exhibit A

CANOPY SCOPE OF SERVICES FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT (MVWSD)

PROJECT OVERVIEW

Canopy will serve as a key partner to MVWSD in enhancing school campuses through tree planting, tree care, and native plant integration. Canopy will act as the communication liaison among MVWSD, the City of Mountain View, and Living Classroom to ensure coordinated efforts across all sites. A minimum of fifteen (15) trees will be planted at each of ten (10) school sites, prioritizing opportunities made available through MVWSD's Outdoor Learning initiative. In addition to planting, Canopy will support tree care, native landscaping, community engagement, and education through specialized staff and events for all eleven (11) school sites over a period of three (3) years.

SCOPE OF SERVICES

Task 1: SCHOOL TREE PLANTING INITIATIVE

Canopy will lead tree planting efforts at ten (10) MVWSD school sites, planting a minimum of fifteen (15) trees per site in coordination with MVWSD's Outdoor Learning projects. Canopy will also coordinate with the City of Mountain View to install irrigation systems to care for the trees.

Deliverables:

- Coordinate with MVWSD, Living Classroom, Carducci, and the City of Mountain View on planning and site selection, prioritizing tree plantings to enhance Outdoor Learning sites in each school site. Tree planting goals can be modified to accommodate this priority.
- Provide all tools, planting materials (e.g., topsoil, stakes, mulch), and volunteer coordination.
- Coordinate and manage all irrigation adjustments needed for the trees with the City of Mountain View and outside vendors, if needed.
- Work with the PIO to promote events through school newsletters and MVWSD communication channels.
- Submit a post-event summary including attendance, number of trees planted, and photos for each site.

Task 2: TREE AND NATIVE PLANT CARE

Canopy will provide year-round care and consultation through a full-time certified arborist specialized in native plants who will work in coordination with MVWSD grounds staff.

Deliverables:

- Conduct monthly on-site visits to inspect tree health and advise on care practices.
- Provide hands-on training to MVWSD grounds staff on proper pruning, mulching, watering, and native plant maintenance as well as a written standard operating procedure manual.
- Deliver a written care plan for each campus.
- Assist in selecting and planting drought-tolerant and California native plants for integration into school landscaping. The school district will provide final approval.
- Inventory all trees and provide recommendations for upkeep. Update the current tree inventory in Arbor Access.

Task 3: COMMUNITY ENGAGEMENT EVENTS

Canopy will conduct at least two (2) community-facing events each year to raise awareness, educate families, and celebrate greening projects.

Deliverables:

- Host at least two (2) family-friendly community events total each year (e.g., Earth Day Festival, Fall Tree Celebration) at MVWSD campuses.
- Include hands-on activities, tree walks, educational booths, and student/family volunteer opportunities.
- Coordinate with MVWSD communications for event promotion.
- Provide a summary report and photos after each event.

COMPENSATION PER YEAR

| | |
|---|-----------------|
| Task 1: SCHOOL TREE PLANTING INITIATIVE | |
| Coordinate with MVWSD, Living Classroom, Carducci, and the City of Mountain View on planning and site selection, prioritizing tree plantings to enhance Outdoor Learning sites in each school site. Tree planting goals can be modified to accommodate this priority. | |
| Provide all tools, planting materials (e.g., topsoil, stakes, mulch), and volunteer coordination. | |
| Coordinate and manage all irrigation adjustments needed for the trees with the City of Mountain View and outside vendors, if needed. | |
| Work with the PIO to promote events through school newsletters and MVWSD communication channels. | |
| Submit a post-event summary including attendance, number of trees planted, and photos for each site. | |
| Subtotal | \$30,000 |
| Task 2: TREE AND NATIVE PLANT CARE | |
| Conduct monthly on-site visits to inspect tree health and advise on care practices. | |
| Provide hands-on training to MVWSD grounds staff on proper pruning, mulching, watering, and native plant maintenance as well as a written standard operating procedure manual. | |
| Deliver a written care plan for each campus. | |
| Assist in selecting, caring for, and planting drought-tolerant and California native plants for integration into school landscaping. The school district will provide final approval. | |
| Inventory all trees and provide recommendations for upkeep. Update the current tree inventory in Arbor Access. | |
| Subtotal | \$30,000 |
| Task 3: COMMUNITY ENGAGEMENT EVENTS | |
| Host at least two (2) family-friendly community events total each year (e.g., Earth Day Festival, Fall Tree Celebration) at MVWSD campuses. | |
| Include hands-on activities, tree walks, educational booths, and student/family volunteer opportunities. | |
| Coordinate with MVWSD communications for event promotion. | |
| Provide a summary report and photos after each event. | |
| Subtotal | \$30,000 |
| TOTAL | \$90,000 |

Mountain View Whisman School District
Agenda Item for June 12, 2025 Board Meeting

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Contract – Electronic Health Record (EHR) and Billing Support

Person Responsible: Karin Jinbo, Director of Health and Wellness

Background:

As part of the Children and Youth Behavioral Health Initiative (CYBHI) infrastructure grant, a Request for Proposals (RFP) process was conducted for an Electronic Health Record (EHR) and billing support. Grant funding for this project provides infrastructure development funds for 2 years. Thus, the RFP sought proposals covering services through June 2027. Proposals were received from 4 prominent companies engaging in CYBHI activities with school districts within California. All vendors were deemed responsive and responsible, with proposals demonstrating the various capacities in this emerging field.

Proposals were evaluated based on several key criteria, with scoring conducted in alignment with evaluation criteria stated in the RFP. While the financial cost played a role in vendor ranking, a balanced scorecard approach was used to ensure that providers also met the District’s expectations in areas such as needs identified in the RFP, implementation timeline, platform functionality, and staff qualifications and support. The scoring resulted in the following:

| Vendor | AxiomEHR (Radicle/KCare) | CareSolace | Medical Billing Technologies | TadHealth |
|--|-------------------------------------|-------------------|---|------------------|
| Addresses the needs in the RFP (30) | 20 | 30 | 20 | 30 |
| Implementation timeline (20) | 15 | 15 | 10 | 20 |
| Fiscal Implication (20) | 15 | 20 | 15 | 0 |
| Platform Operability and Functionality (15) | 10 | 15 | 10 | 15 |
| Staff qualifications and experience for supportive purposes (15) | 10 | 10 | 15 | 10 |
| Total (100) | 70 | 90 | 75 | 85 |

Recommended Contract Award:

Following the review and scoring of these proposals, Care Solace, Inc. was selected for contracting. Staff is recommending to contract with Care Solace, Inc. for our EHR and billing support services through June 2027.

Fiscal Implication:

All costs associated with this contract are covered through a one-time CYBHI grant. Estimated costs across two years are not to exceed \$1.50 per student and 7% of the approved claims value during the life of the contract. The total projected baseline cost is dependent upon student enrollment and is estimated not to exceed approximately \$14,000 for two years, plus 7% of approved claims with a total amount yet to be determined.



**REQUEST FOR PROPOSALS FOR
ELECTRONIC HEALTH RECORD AND CLAIMING SYSTEM**

Request For Proposal (RFP) No. 2025_03_27_EHR

Mountain View Whisman School District
Karin Jinbo, Director of Health and Wellness
1400 Montecito Ave.
Mountain View, CA 94043
kjinbo@mwwsd.org

Issue Date: March 27, 2025
RFP Submission Deadline: April 18, 2025
[MVWSD District Business](#)

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**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT (MVWSD)
REQUEST FOR PROPOSALS FOR
ELECTRONIC HEALTH RECORD AND BILLING SYSTEM (RFP_2025_03_27_EHR)
Health and Wellness Department**

1. INTRODUCTION

The **Mountain View Whisman School District (MVWSD or “the District”)** is seeking proposals for data and billing system that meets the infrastructure needed for the Children and Youth Behavioral Health Initiative (CYBHI) Electronic Health Record (EHR) and claims system for the 2025-26 and 2026-27 Academic Years.

The CYBHI is a program in California that helps kids, teens, and young adults get support for their mental health. CYBHI works to improve how mental health care is provided by making it more available, affordable, and effective. The goal of CYBHI is to make sure every young person in California has the mental health support they need to grow up happy, healthy, and strong. CYBHI specifically helps schools through the Statewide Multi-Payer Fee Schedule (MPFS). This allows schools to access reimbursement from the state to pay for mental health services for students. Schools can use CYBHI reimbursements to expand access to mental health care so kids can get help right where they learn.

The infrastructure needed by the District to participate in the Statewide Multi-Payer Fee Schedule (MPFS) includes an Electronic Health Record (EHR) and claims submissions, claims support, and claims monitoring.

The District is seeking a HIPAA business associate (“Contractor”) to provide an Electronic Health Record (EHR) platform that includes claims submission and support. The Health and Wellness Department manages all prevention and early intervention mental health activities for the upcoming Statewide Multi-Payer Fee Schedule (MPFS). The contractor will provide the District with an EHR that supports the tracking and documentation of services provided at our school sites. The platform will also support identifying student eligibility and billing cycle management for successful claims submission. The platform will be accessed by providers, administrators, and all future staff who provide prevention, early intervention, and acute mental health services. The District seeks proposals from qualified organizations that provide the data system, claims processes and support, with embedded protections respective of the Family Education Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA).

2. SCOPE OF SERVICES

2.1. Implementation

2.1.1. Contractor will work with District personnel to assess program potential and implementation timeline, establish provider database(s) for effective service

tracking. This implementation process will be designed to align local needs with data and billing system functionality for efficient and user-friendly experience.

2.1.2. Contractor, in partnership with the District, will identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services.

2.1.3. Contractor will provide implementation training to administrators, practitioners, and staff, as appropriate

2.2. Training and Materials:

2.2.1. Contractor will provide training and support to relevant District identified staff on the implementation and use of the EHR.

2.2.2. Contractor will provide relevant District identified staff with all necessary training on the EHR platform on all of the requested features listed under the Electronic Health Records functionality section (See Also 2.3).

2.2.3. Contractor will provide relevant District identified staff with all necessary training and materials on the claims process and system.

2.3. Electronic Health Record Functionality

2.3.1. Clinical Features:

2.3.1.1. Showcase the ease of use for the day-to-day clinical documentation including the ability to document and track a variety of services, most specifically services identified in the MPFS.

2.3.1.2. Demonstrate the ability to use the platform to easily identify & select diagnostic and treatment plan resources.

2.3.1.3. Highlight an end-user-friendly ability to create a referral with ease and referral tracking capabilities.

2.3.1.4. Provide information on the ability to easily upload forms and/or create forms within the data system or EHR.

2.3.1.5. Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans

2.3.2. Customizability and Student-Client Engagement

2.3.2.1. Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.

2.3.2.2. Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.

2.3.3. Data Integration and Reporting:

2.3.3.1. Highlight the ability of reporting within your EHR system including ad hoc reporting tools and dashboard capabilities.

- 2.3.3.2. Demonstrate the ability to track services and to use reports for productivity and utilization for tiered services (Tier 1-3).
- 2.3.3.3. Provide information on whether your system is cloud-hosted.
- 2.3.3.4. Demonstrate the capability to receive a scheduled automated file from our student information system (PowerSchool) to update students' enrollment and demographic information.
- 2.3.3.5. The Health and Wellness department downloads specific district student data from our student information system for analysis, regardless if the student received any services. If available, showcase the ability to dynamically look up students in a separate database and source information to create new records in the EHR.
- 2.3.3.6. Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.

2.4. Billing Functionality

- 2.4.1. Showcase the day-to-day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
- 2.4.2. Demonstrate the ability to track denied claims and resubmit to payor with corrections.
- 2.4.3. Discuss the current support for LEA BOP billing and any Contractor collaboration with other school districts on fee schedule billing.
- 2.4.4. Demonstrate the capability to integrate with or into another EHR system for billing services and what that will look like for the end user.
- 2.4.5. Provide insight on how your platform can support the claims submission to Carelon as a Third Party Administrator for the Department of Health Care Services (DHCS).
- 2.4.6. Showcase features for automated bulk eligibility verification and any capabilities to verify eligibility with and without member ID.
- 2.4.7. Share day-to-day operations of Electronic Remittance Advice (ERA) payment posting and reconciliation reports for financials.
- 2.4.8. Demonstrate the EDI Claim Interchange-Options for FTP connection between applications - Carelon/Availity and EHR system.

2.5. Administrative Considerations

- 2.5.1. Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
- 2.5.2. Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR and billing system.

2.5.2.1. Outline the implementation timeline and demonstrate an understanding of the barriers that the District may encounter during implementation.

This section intentionally left blank. Continued on the next page.

State recommended features:



SYSTEM REQUIREMENTS FOR CLAIMING

from Carelon Behavioral Health

CYBHI Fee Schedule Claiming and Billing Solutions

DHCS has contracted with Carelon Behavioral Health (CBH) as the Third-Party Administrator (TPA) for the CYBHI statewide multi-payer fee schedule. Below are CBH's system requirements and consideration for software solutions to assist LEAs.

System Requirements

- » Secure File Transfer Protocol (SFTP) Software for secure data transfers
- » Consider CBH batch provider proprietary layout template requirements and systems that could populate that template directly from an export (see provider roster management below)
- » Consider Member Batch student registration template requirements and systems that could populate that template directly from an export (see student information management below)
- » Microsoft Access – can help with member batch registration file creation.
- » Availity Compatibility
 - Availity is the claims clearinghouse used by CBH for all claims administration
- » Availity Internet Requirements
 - High speed internet connection
 - Google Chrome, Microsoft Edge, or Firefox browsers (Availity supports the current version and the three previous versions)
 - The ability to enable pop-up windows, allow JavaScript, and allow images to load automatically.
 - 1024 x 768 pixels or greater screen resolution
 - Up-to-date antivirus software
 - The latest version of Adobe® Reader to view PDF forms

April 2024 | 1

- Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

Considerations for a software solution

As the TPA for the CYBHI fee schedule, CBH will be responsible for management of the provider network of eligible practitioners, assist in verifying student health information, including health insurance coverage, and claims administration between LEAs and multiple payers (e.g., Medi-Cal Managed Care Plans, Medi-Cal Fee for Service, commercial health insurance, and disability insurers). CBH has compiled a list of capabilities for LEAs to consider when looking for an EHR system to support the CYBHI fee schedule utilization.

Student information management

- » Ability to manage student information, including all required data elements for CBH batch registration.
- » Ability to extract student information and create file per CBH batch registration guide proprietary layout.
- » Ability to transmit batch registration file to CBH via SFTP.
- » Ability to ingest CBH batch registration proprietary response files.
 - Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

Provider roster management

- » Ability to manage provider information, including all required data elements for CBH batch provider proprietary layout.
- » Ability to extract provider information and create file per CBH batch provider proprietary layout.
- » Ability to transmit batch provider file to CBH via SFTP.
- » Ability to ingest CBH batch provider proprietary response files.
 - Low priority, however, automatically updating the student record with the CBH provider ID may be useful for customer service inquiries (CBH provider ID not required for claiming)

Claims management

- » Ability to create claims for services provided, including all standard and required data elements for a valid outpatient claim.

- » Ability to transmit claim to CBH claims clearinghouse, Availity (preferred method), OR ability to create standard X12 837 file for batch submission to a claim's clearinghouse or CBH directly via SFTP.
- » Ability to ingest standard X12 response files (999, 277CA)
- » Ability to ingest standard X12 remittance file (835)

Electronic Health Records (EHR) Systems

Electronic Health Record (EHR): an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all the key administrative clinical data relevant to that person's care under a particular provider, including demographics, progress notes, problems, medications, vital signs, and past medical history.

The use an EHR could benefit Local Educational Agencies (LEAs) who are using the CYBHI fee schedule and are in need to a system that can securely capture, store and transmit sensitive protected health information (PHI) of students. All PHI, whether electronic, written, and oral, is subject to privacy protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Certified EHRs can offer protection to PHI when properly developed with security in mind.

3. PROPOSAL REQUIREMENTS

3.1. Proposal Schedule

| | |
|------------------------|------------------------------|
| 03/27/25 – 04/04/25 | Advertisement |
| 04/04/25 | Deadline to Submit Questions |
| 04/18/25 before 3:00pm | Proposals Due |
| 04/21/25 to 4/25/25 | Proposals Reviewed |
| 04/25/25 3:00pm | Selection of Contractor |

Questions regarding this RFP shall be in written form only. Inquiries can be submitted via survey form: <https://forms.gle/2jkWa3d4ZgWW5iuAA>
Or submit questions via email to Karin Jinbo, Director at kjinbo@mwwsd.org with “(RFP_2025_03_27_EHR)” in the subject line.

Responses to questions will be provided to all known prospective respondents and posted to the District website. The District reserves the right to amend the RFP. Addenda to this RFP will be posted on the District’s website at: https://www.mwwsd.org/district_business

It is the responsibility of prospective respondents to check the website for any possible addenda.

Business or contracts questions should be submitted to:
Rebecca Westover, Chief Business Officer
rwestover@mwwsd.org

Technical questions should be submitted to:
Jon Aker, Director of Technology
jaker@mwwsd.org

3.2. Proposal Submission

3.2.1. Proposals shall include the following:

A. Proposal Summary

Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the scope of services requested herein.

Include all of the following information:

- a) A brief introduction of the Contractor, its leadership, and identifies District's direct contact or representative;
- b) A description of the Contractor's understanding of the needs and goals in regard to the scope of services;
- c) A summary of how the Contractor will establish a comprehensive program to meet the needs and achieve the goals of the scope of services;
- d) A summary of the key points of the Proposal and how those relate to accomplishing the goals for the scope of services;
- e) A brief description of the characteristics, if any, that distinguish the Contractor from others, including, among other information, the Contractor's experience with the requirements of the RFP; and
- f) A description of the roles and qualifications of the personnel who will be providing services in connection with the Project, including, if applicable, personnel of entities that would be subcontractors to the Contractor.

B. Background Information – See Appendix B

C. Statement of Qualifications and Experience

- I. Include a narrative describing the proposer's experience with school districts and CYBHI MPFS participation similar to the one proposed in this RFP.
- II. Include background information on the project manager or implementation team along with references for at least two of the Contractor's clients for which the Contractor has provided services, similar to those described in the RFP. Reference information should include:
 1. (i) the name of the client;
 2. (ii) the name, address and telephone number of the client's contact person for purposes of the Contractor's services to the client;
 3. (iii) a description of the type and scope of services provided to the client;
 4. (iv) the date(s) the Contractor provided the services to the client.

D. Scope of Services and Functionality – Appendix B

E. Timeline: Include a detailed timeline describing the major milestones from award of contract to post- implementation follow-up.

F. Cost Proposal: Provide an itemized description of the price associated with each task described in the Scope of Work.

3.2.2. Submission

Please submit an electronic zip file labeled **Health and Wellness (RFP_2025_03_27_EHR)** containing the proposal to: Karin Jinbo, Director kjinbo@mvwsd.org

Proposals may be submitted in hardcopy form, in place of a digital version. If submitting a hard copy proposal, Contractor must send three (3) copies in a sealed envelope labeled **Health and Wellness (RFP_2025_03_27_EHR)** to:

Karin Jinbo, Director Health and Wellness
1400 Montecito Ave.
Mountain View, CA 94043
Ph: 650-526-3500 x1074
kjinbo@mvwsd.org

All proposals must be received on or before **Friday, April 18, 2025 at 3:00pm** and there will not be a formal RFP opening for these proposals.

Proposals received after the announced time and date for submission will not be considered. However, nothing in this RFP precludes the District from requesting additional information at any time during the proposal evaluation period. The District is under no obligation to return proposals. All costs associated with a proposal will be borne by each proposer.

See Also Appendix A: RFP and CONTRACTUAL GENERAL CONDITIONS

3.3. Time and Location of Proposer's Presentation

Upon completion of the review period, the District may invite finalists to make a presentation demonstrating the merits of their proposal or provide references from other clients who have received similar studies. Finalists will be notified to arrange specific times. The District will not be responsible for any costs associated with the proposer's presentation.

3.4. Right to Reject Proposals

The District reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the District. Further, notwithstanding any other provisions of this RFP, the District reserves the right to award a contract to the proposal that best meets the requirements of the RFP and not necessarily to the lowest cost.

3.5. Award of Project and Approval of Agreement

The selected proposer shall be required to enter into a written contract with the District in a form approved by legal counsel and the Board of Trustees. This RFP

and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

Award of a contract is subject to funding approved by the District.

3.1. Proposals are Public Records

Each Proposer is hereby notified that, upon submission of its proposal to the District in accordance with this RFP, the proposal becomes the property of the District and is a public record subject to disclosure in accordance with Public Records Act, Government Code Section 6250-6270.

4. EVALUATION AND AWARD CRITERIA

Selection of a proposal will be based on the following criteria:

| Criteria | Weight |
|---|---------------|
| Addresses the needs and criteria of RFP | 30% |
| Implementation timeline | 20% |
| Financial | 20% |
| Platform Operability and Functionality | 15% |
| Staff qualifications and experience for supportive purposes | 15% |
| | |

5. RFP GENERAL CONDITIONS

5.1. TIME OF DELIVERY

Time of submission is a part of the RFP and must be adhered to.

5.2. SIGNING OF RFP

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Contractor legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

5.3. TAXES, CHARGES, AND EXTRAS

Full contract price as RFP to include Sales Tax, Use Tax, or other taxes, and fees as identified on the RFP Form.

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the District, will be paid unless expressly included and itemized on the RFP.

5.4. QUALIFICATIONS

All vendors may be required to furnish evidence of their technical ability, experience, and financial responsibility. No RFP will be accepted from, or a contract awarded to, any

party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

5.5. AWARD OF CONTRACT

- a. RFPs will be evaluated on the basis of price, compliance to specifications, and implementation date.
- b. The District reserves the right to award this RFP by section, line item, or by total, whichever is in the best interest of the District.
- c. Upon selection and notification, a District signed proposal of the selected contractor which will serve as the awarded contract. Contractors shall be prepared to enter into a Professional Services Agreement (PSA see Appendix E) should it be deemed necessary by District policy and procedures.
- d. Awarded Contract may be renewed annually by mutual agreement of the District and Contractor.

5.6. TERMINATION OF CONTRACT

If the contract is terminated, the successful vendor will work with the District to transition the project to another vendor or will assist with moving the data to an in-house based system.

5.7. ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this RFP or contract or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

5.8. ASSIGNABILITY

A contract is not assignable by the vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

5.9. OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

5.10. WARRANTY

Vendor warrants to the District and/or its customer that the goods and/or services covered by this order will conform to the drawings, Specifications, samples, description, and time provisions furnished by the District and will be of first class material and workmanship and free from defects; and the District reserves the right to cancel the unfilled portion of an order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the

District and risk of loss before acceptance shall be on the vendor. Defective goods rejected by the District may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify the vendor thereof.

The contractor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the Owner.

5.11. COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property, services, or goods furnished.

5.12. RIGHTS & REMEDIES FOR DEFAULT

- a. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the Specifications thereof, or the same submitted by the vendor with his RFP, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District, and immediately to replace all such rejected items with others conforming to such Specifications or samples providing that should the vendor fail, neglect, or refuse to do so the District shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the District to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
- b. Cost of inspection of materials and/or services provided which do not meet Specifications will be at the expense of the vendor.
- c. The rights and remedies of the District provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

5.13. PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this RFP are considered valid for ninety (90) days, from date of RFP opening, unless the offering party in writing allows for a longer period of time.

- a. Any cash discounts given to the District must be so stated on the RFP.
- b. Cash discounts taken by the District, unless otherwise stated on the RFP form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and/or other related costs.
- c. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
- d. In connection with any discount offered, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

5.14. PAYMENT

Payments to the vendor will only be made upon successful completion of the services and the receipt of an itemized invoice. No prepayments for services or materials not received will be made.

5.15. MODIFICATIONS

Changes in or additions to the RFP Form, recapitulations of the work RFP upon alternative proposals, or any other modifications of the RFP Form which is not specifically called for in the contract documents may result in the rejection of the RFP as not being responsive to the RFP. No oral or telephonic modification of any RFP submitted will be considered. Any modification may be considered only if the receipt date evidences that a confirmation of the email or hard copy mail duly signed by the Contractor was submitted within the RFP window.

5.16. ERASURES

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the RFP.

5.17. WITHDRAWAL OF RFP

Vendors may withdraw their RFP either personally, by digital or hard copy written request, confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of RFPs.

5.18. INTERPRETATION OF PLANS AND DOCUMENTS

If a vendor for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, vendors may submit to the Business Department a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any vendor.

5.19. EVIDENCE OF RESPONSIBILITY

Upon the request of the Owner, a vendor whose RFP is under consideration for award shall submit promptly to the Owner's satisfaction evidence showing the vendor's financial resources, experience, and organization for the performance of the contract.

This section intentionally left blank. Continued on the next page.

APPENDIX A
CONTRACTOR BACKGROUND INFORMATION
All RFPs must contain this information.

Name of Vendor: _____

Headquarters Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone Number: _____ **E-mail Address:** _____

Website Address: _____

Name of Contact Person for this proposal: _____

Office Location Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone Number: _____ **E-mail Address:** _____

1. How many years has the company been in business?
2. Is the company private or publicly traded?
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;
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;
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;
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;
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;

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.

This section intentionally left blank. Continued on the next page.

APPENDIX B**SCOPE OF SERVICES****• Implementation:**

- Contractor will work with MVWSD personnel to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to program coordinator(s). This implementation process will be designed to identify areas of documentation for claims submission, charting, and reporting for the purposes of reimbursement of services.

• Training and Materials:

- Contractor will provide training and support to relevant District identified staff on the implementation and use of the EHR.
- Contractor will provide relevant District identified staff with all necessary training around the EHR platform on all of the requested features listed under the Electronic Health Records functionality section (see also 2.3).

• Electronic Health Record Functionality:

- Clinical Features:
 - Showcase the ease of use for the day-to-day clinical documentation including the ability to document and track a variety of services, most specifically services identified in the MPFS.
 - Demonstrate the ability to use the platform to easily select diagnostic and treatment plan resources.
 - Highlight an end-user-friendly ability to create a referral with ease and referral tracking capabilities.
 - Provide information on the ability to easily upload forms and/or create forms within the data system or EHR.
 - Demonstrate the ability to have an assessment service capability to monitor progress of treatment plans
- Customizability and Student-Client Engagement
 - Highlight the customizability of your EHR system and showcase its patient/guardian engagement abilities, patient portals and ability to easily share and track consent forms.
 - Demonstrate the ability for clinicians, parents, and patients to electronically sign documents or consent forms.
- Data Integration and Reporting:
 - Highlight the ability of reporting within your EHR system including AD HOC reporting tools and dashboard capabilities.
 - Demonstrate the ability to track services and to use reports for productivity and utilization for tiered services (Tier 1-3).
 - Provide information on whether your system is cloud-hosted.

- Demonstrate the capability to receive a scheduled automated file from our student information system (PowerSchool) to update students' enrollment and demographic information.
 - The Health and Wellness department downloads specific district student data from our student information system, for analysis, regardless if the student received any services. If available, showcase the ability to dynamically look up students in a separate database and source information to create new records in the EHR.
 - Demonstrate the ability for staff to get a snapshot overview of a patient's progress and services provided within their caseload.
- **Billing Functionality:**
 - Showcase the day-to-day billing capabilities including but not limited to; claim generation, electronic batch submissions, and claim scrubbing.
 - Demonstrate the ability to track denied claims and resubmit to payor with corrections.
 - Discuss the current support for LEA BOP billing and any contractor collaboration with other school districts on fee schedule billing.
 - Demonstrate the capability to integrate with or into another EHR system for billing services and what that will look like for the end user.
 - Provide insight on how your platform can support the claims submission to Carelon as a Third Party Administrator for the Department of Health Care Services (DHCS).
 - Showcase features for automated bulk eligibility verification and any capabilities to verify eligibility with and without member ID.
 - Share day-to-day operations of Electronic Remittance Advice (ERA) payment posting and reconciliation reports for financials.
 - Demonstrate the EDI Claim Interchange-Options for FTP connection between applications. Carelon/Availity and EHR system.
 - **Administrative Considerations:**
 - Demonstrate how your EHR system supports potential expansions into physical health services within educational settings.
 - Provide detailed information on the monthly cost, start-up cost, and length of contract associated with your EHR solution.
 - Outline the implementation timeline and demonstrate an understanding of the barriers that the District may encounter during implementation.

APPENDIX C

NON-COLLUSION AFFIDAVIT

(To Be Executed by Vendor and Submitted With RFP)

I, _____, declare as follows:

That I am the _____ of _____ 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 _____ day of _____, 2025, at

_____, _____
City State

Authority: Public Contract Code 7106 CCP 2015.5

APPENDIX D
MVWSD PROFESSIONAL SERVICES AGREEMENT SAMPLE

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 _____, 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
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor: _____
Street _____
City, State, Zip _____
Attn: _____

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

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

Contractor’s Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)
 Check one of the options below:

1. Contact with Students: Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “**Employees**”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

2. No Contact: Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

3. Emergency /Exceptional Situation: Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

4. Sole Proprietor: Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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

| | |
|---|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: _____</p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |
|---|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

| 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 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.

- [X] 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 \$ _____
[X] 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.

- [X] Signed Agreement
[X] Insurance Certificates & Endorsements
[X] W-9 Form

5. Classified Service

- [] YES [X] 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, State, 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:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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: 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

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

| | |
|--|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>May 19</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Karin Jinbo</u></p> <p>Print Title: <u>Director</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Care Solace</u></p> <p>Dated: <u>May 13</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Anita Ward</u></p> <p>Print Title: <u>CGO</u></p> |
|--|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

| | | | |
|--|---------------|--------|--------------|
| 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-G740U

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

SIGNER

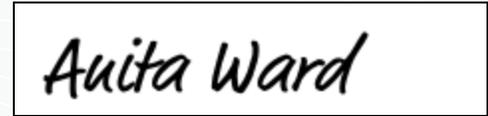
ANITA WARD

EMAIL
ANITA.WARD@CARESOLACE.ORG

TIMESTAMP

SENT
13 MAY 2025 15:38:39 UTC
VIEWED
13 MAY 2025 16:01:23 UTC
SIGNED
13 MAY 2025 16:01:51 UTC

SIGNATURE



IP ADDRESS
72.214.31.13

LOCATION
CHULA VISTA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
13 MAY 2025 16:01:23 UTC



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. **RFP Process**
 \$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 Office}

- 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: <u></u> | Signature: <u></u> |
| Date: <u>May 14</u> , 20 <u>25</u> | Date: <u>May 16, 2025</u> , 20 <u> </u> |
| Print Name: <u>Karin Jinbo</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director, Health and Wellness</u> | Print Title: <u>Associate Superintendent</u> |

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

Checklist not required for school sites

te

The logo for Care Solace, featuring the word "care" in a lowercase sans-serif font, followed by a stylized white checkmark symbol, and then the word "solace" in a lowercase sans-serif font. A registered trademark symbol (®) is located at the end of the word "solace".

care✓solace®

April 14, 2025

Mountain View Whisman School District

ATTN: Karin Jinbo

1400 Montecito Ave

Mountain View, CA 94043

RFP #2025_03_27_EHR

EHR and Claiming Systems Proposal

Response submitted by:

Care Solace, Inc.

120 Birmingham Dr.

Cardiff, CA 92007

Chad Castruita, Founder & CEO

(818) 437-5609

Chad@caresolace.org

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Attachments

APPENDIX A CONTRACTOR BACKGROUND INFORMATION
APPENDIX C NON-COLLUSION AFFIDAVIT



PROPOSAL SUMMARY

Company Data

a. Overview of the company and direct contact for this RFP

| Company | Point of Contact |
|--------------------|---------------------|
| Care Solace, Inc. | Chad Castruita |
| 120 Birmingham Dr. | CEO & Founder |
| Cardiff, CA 92007 | chad@caresolace.org |
| (760) 783-5055 | (818) 437-5609 |

Primary focus of work, a summary of qualifications and differentiators.

Care Solace is a social purpose organization dedicated to facilitating access to mental health care, regardless of circumstances. For the past nine years, Care Solace has been dedicated to “calming the chaos of mental health care.” Through a trusted and established care coordination support model, students, families, and staff are connected with verified mental health providers while navigating specialties, availability, cultural relevance, language, and insurance. To facilitate access for everyone, Care Solace built proprietary software to create one of the largest networks/systems of verified behavioral and mental health service providers in the US with nearly 700,000 providers spanning all pathways of care to serve every clinical need category. In California, Care Solace supports 384 Districts, 4,582 schools, and 3.1M students, staff and families. **Care Solace has extensive experience working with California LEAs; the Care Solace platform has been implemented with LEAs in 49 of 56 California counties. Building on this, Care Solace launched the *All-In-One EHR Built for Schools* to support the school-based healthcare reimbursement model introduced through the CYBHI program in California.**

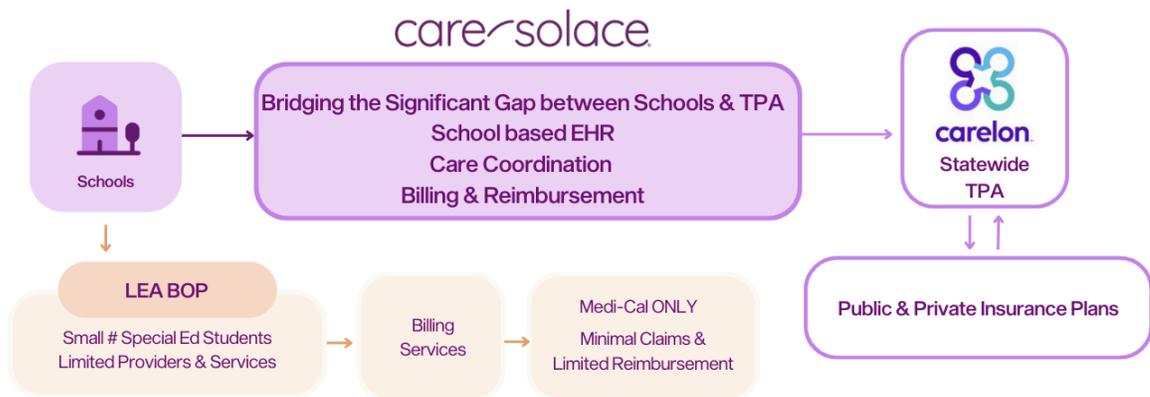
- The foundations of the platform are rooted and well-tested in California school districts. For more than 8 years, school counselors, social workers and staff have used Care Solace to facilitate a care coordination process that **initiates an intervention,**



establishes a case, captures the notes, supports collaborative teams, and enables billing and claims processing.

- The platform currently supports counselors, social workers and mental health staff in **more than 40% of California School Districts.**
- Care Solace understands the daily workflows and challenges facing the staff as they manage cases and provide services to students.
- The technology is human enabled; Care Companions serve as case management supports beyond the warm handoff, including securing insurance information and consent.
- The team has extensive experience with **Short Doyle and DMC-ODS, and LEA SMAA reimbursement and LEA BOP reimbursements, as well as CYBHI and School-based Multi-Payer Fee Schedules.**

Care Solace All-in-One EHR is uniquely positioned to support districts as a bridge between schools' expanded activities & interventions and health plan needs.



The Care Solace All-in-One EHR solution supports comprehensive case management, clinical, and financial management features. In addition, the platform supports care coordination, access to mental health providers, access to social services, and human intervention for assistance, investigation, insurance, and consent for billing. Care Solace EHR is purpose-built for serving mental health in a school setting, designed to document



intervention, provide a guided experience to record billing codes relevant to CYBHI, and support a seamless claims and reimbursement process.

Care Solace Executive Leadership to support MVWSD

Marshall Moncrief joined Care Solace as Chief Integration Officer. In this role, Marshall leads the integration of a vast and growing network of clinical and community partners to ensure excellence in access and quality in care for the communities we serve. Marshall is passionate about helping those struggling with mental health challenges and committed to supporting growth and positive change for individuals, families, and communities. Marshall is a licensed psychotherapist and holds an executive MBA in healthcare management. In his prior role, Marshall was the founding Chief Executive Officer of Be Well OC, leading a robust, cross-sector, whole community coalition in building a world-class system of care for all residents of Orange County, CA. In this role, he also served as a commissioner for the Orange County Commission to End Homelessness.

For the past 20 years, Marshall has served in progressive leadership positions as the executive clinical and administrative leader of mental health and addiction services for St Joseph Health, Hoag Health, and Providence. In this capacity, Marshall developed the Institute for Mental Health and Wellness for Providence Southern California, overseeing hospital and primary/specialty care services for 14 hospitals and 5 medical groups across LA, Orange County and the High Desert. He created California's first residential addiction treatment program co-located with an acute-care hospital, and co-founded the ASPIRE consortium, which scaled across 4 independent health systems a unique intensive outpatient treatment program for adolescents and their families. Marshall has enjoyed direct clinical work in private practice, as well as teaching for local universities.

Vasudha Mital is a visionary product management leader dedicated to revolutionizing mental health care through advanced data science. She brings her experience from Ginger/Headspace



to serve as Care Solace's Chief Product Officer. Vasudha manages workflows, integrates customer data, and leads a dynamic product team, all aimed at improving mental health access nationwide. Customization, integration and usability are Vasudha's domain and strength.

b) A description of Care Solace's understanding of the needs and goals in regard to the scope of services

The Care Solace understanding of the Mountain View Whisman School District (MVWSD) RFP is to select a partner who provides the human and technical infrastructure necessary to support CYBHI EHR and to optimize the claims and reimbursement process. The primary goal of this initiative is to expedite reimbursements for eligible services through an easy to use platform that automates the conversion of clinical notes to billing codes for claims submission while supporting the systems integrations, workflows, collaborations, document creation/management, and reporting necessary for success. To facilitate participation in the State's MPFS, the MVWSD infrastructure must include EHR and claims submissions, claims support and claims monitoring. The platform must be FERPA and HIPAA compliant.

At the highest level, the functionality should include:

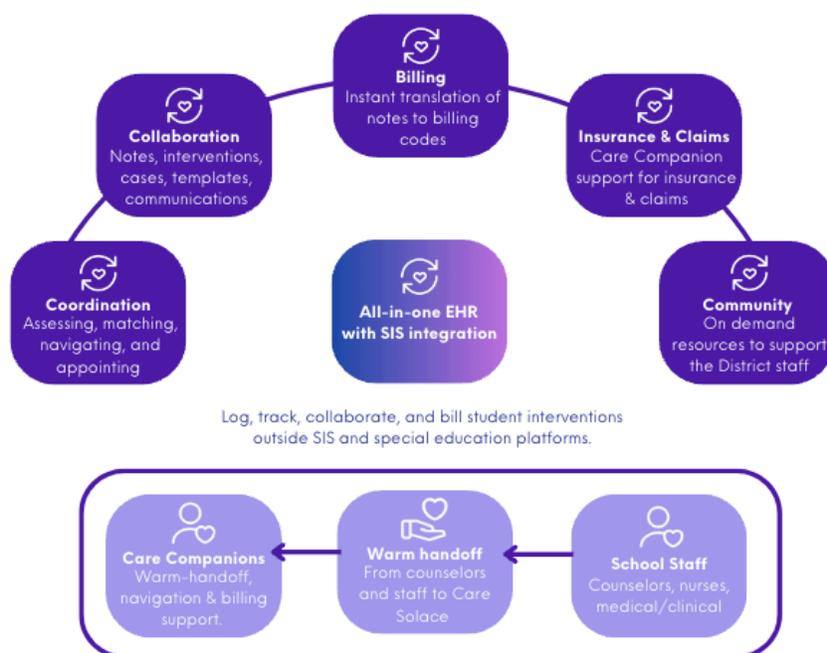
- Claims submission and support
- Tracking and documentation of services provided at school sites
- Billing cycle management
- Student eligibility
- Access for providers, administrators, staff who provide prevention, early intervention and acute mental health services.

c) A summary of how Care Solace will establish a comprehensive program to meet the needs and achieve the goals of the scope of service

The Scope of Services begins with a collaborative approach to build an effective



implementation plan and approach, complete with timelines and the ability to track progress. Critical to this plan will be the development of workflows and processes aligned with the local needs and the delivery of training for administrators, practitioners, and staff as appropriate. The Care Solace platform includes administrative, billing and EHR functionality (Clinical, Engagement, Customization, as well as data integration and reporting). Care Solace supports comprehensive case management, clinical, and financial management features. In addition, the platform supports care coordination, access to mental health providers, access to social services, and human intervention for assistance, investigation, insurance, and consent for billing. **Care Solace All-In-One EHR is fully integrated and HIPAA and FERPA compliant.**



Requirements Summary and Care Solace Response

| MVWSD Requirement | Detail |
|--|---|
| A cleanly designed, user-friendly EHR for School-Based Mental Health and Wellness services, Local Education Agencies, and/or Community-Based | Care Solace All-In-One EHR was designed in collaboration with district and school professionals, clinicians, counselors, administrators, and parents. The platform is |



| | |
|--|--|
| Organizations to utilize. | elegantly simple, cognitively-effective, and very user friendly. |
| Easy to navigate, pleasing in appearance, and able to be used by district and school personnel while working onsite and off-site | The Care Solace platform navigation was designed using heuristic principles that ensure intuitive ease of use. Following that design, the look and feel support the navigation with clean lines and simple screens. Interactive help and training is embedded in the platform to further support ease of use. The platform is cloud-based and can be used anywhere at any time. |
| This software solution must be customizable. | Care Solace will customize the platform to meet the specific needs of MVWSD. |
| Easily identify & select diagnostic and treatment plan resources. | <p>The Care Solace platform provides a robust treatment plan management system designed to enhance documentation, compliance, and care coordination. Key capabilities include:</p> <ol style="list-style-type: none"> 1. Multi-Goal & Objective Planning – Providers can add multiple goals and objectives tailored to the student’s needs, ensuring structured and measurable progress tracking. 2. Diagnosis-Tied Treatment Plans – Each treatment plan is directly linked to a student’s diagnosis, supporting clinical decision-making and continuity of care. 3. Access Control & Privacy – Role-based access ensures that sensitive treatment plans are restricted to authorized personnel only, enhancing compliance with FERPA and HIPAA. 4. Integrated Progress Monitoring – Treatment plans are easily referenced in |



| | |
|---|---|
| | <p>progress notes, enabling streamlined documentation and real-time tracking of student outcomes.</p> <p>5. Treatment Plan Revision Tracking – A built-in version history allows providers to track and review all revisions made to a treatment plan, ensuring transparency, audit readiness, and collaborative care.</p> |
| Create and track a referral with ease | Through a Warm Handoff workflow and its associated robust communications tracking, the platform keeps staff in the loop on the progress of the referral. |
| Create forms and easily upload forms | <p>The system includes a library of customizable document templates, allowing administrators to upload and manage document templates tailored to the needs of MVWSD:</p> <ul style="list-style-type: none"> ● Admin-Controlled Template Management: Administrators can upload document templates for school staff to access and use, ensuring consistency across districts. ● Flexible Customization: Templates can be adapted to meet specific compliance, reporting, and documentation needs. <p>This functionality streamlines documentation workflows, supports standardization, and enhances efficiency for educational organizations.</p> |
| Provide an assessment capability to monitor progress of treatment plans | Treatment plans are easily referenced in progress notes, enabling streamlined documentation and real-time tracking of student outcomes. |



| | |
|---|--|
| | |
| Highlight all reporting within the system, ad hoc reporting tools and dashboard capabilities | The platform offers built-in support for compliance reporting, accommodating various roles within school settings. It provides a streamlined data analytics dashboard for monitoring key strategic and operational metrics. Additionally, the system aids in managing clinical staff productivity by tracking standard and actual productivity, with reporting and dashboard capabilities. It also supports clinician staff credentialing and privileging by tracking demographics, licenses, credentials, and payer privileges, ensuring claims meet payer rules. |
| This software solution must have or develop the operability to interface with other databases including, but not limited to, Student Information Systems and other Electronic Health Records as well as Medi-Cal and Medicare reimbursement programs such as LEABOP, FQHC, ECM and EPSDT. | Care Solace has standard api(s) and can build any customized api required. This includes key clinical, program eligibility and Social Determinants of Health (SDOH) data from other county and community programs like Managed Care Plans and other EHRs via an application called the Community Health Record. |
| A completely integrated, EHR solution with comprehensive case management, clinical, and financial management features. | Care Solace All-In-One EHR is completely integrated as will become evident in the detailed proposal. |
| The ability to work with MVWSD and/or Community-Based Organizations' current level of readiness within implementation. | Care Solace approaches the implementation from a readiness perspective. Using a change management methodology, a broad evaluation of readiness is conducted and leveraged as the basis for the rollout plan. |



ADDITIONAL DETAIL SUMMARY

Seamless Billing: Instantly translate interventions into reimbursable insurance claims, integrated into the EHR and intuitively designed for ease of use. District and Site Administrators can view a snapshot of all billing activity within their district or site, including rolled up claim totals by staff member, status (incomplete, ready to submit, submitted, rejected, accepted) and amount.

Care Coordination: Access to the Care Solace services core to our mission, with added support for collecting insurance, consent for billing and consent for care.

Care Match: Customized, self-guided care navigation, to facilitate anonymous searches for staff and students.

Patient Communication: Provider matches, appointments, nudges, and follow-up.

Student Support Collaboration: Seamless collaboration among school staff with secure communication channels, task management capabilities, and the ability to confidentially collaborate with peers on student needs and outcomes outside of the SIS and SPED tools. The collaborative function of the platform fosters a wraparound approach to student support, while making it easy to track progress and activities with each student.

Comprehensive Intervention & Activity Tracking: Ability to view student needs, logged activities and interventions over time, providing a student's complete historic needs in one central place and eliminating the process of pulling data from multiple systems to piece together intervention history.

Billing Capture: Intuitive and effortless workflow makes submitting billable claims quick and easy. Billable interventions are auto-detected during the logging process, guiding users through a workflow to generate the necessary reimbursement details. Built-in functionality checks each



claim for required or missing information, reducing errors and ensuring an efficient billing process.

Billing Support Widget: Ability to request assistance from Care Solace to track down missing insurance or consent information, or general communication support on behalf of a school district.

Direct Health Plan Billing: Generate and submit billing-ready claims documents to insurance plans in one seamless workflow is under development now.

Billing Optimization: Timely and accurate capture of services ensuring compliance and tracking.

Tracking & Reporting

- **Dashboard View:** More effective caseload management, with the ability to pin student records, view associated tasks and manage day to day workflow for each intervention.
- **Billing Claims Log:** A billing summary makes it easy to track the status of reimbursable claim submissions as they are submitted, pending, approved or declined.
- **Reporting:** Comprehensive reports to understand the needs of a community, and easily view and track progress of support being applied, empowering teams to make data-driven decisions about how to optimize wraparound support models and positive student outcomes.
- **Compliance Support:** Support to ensure adherence to district, state and federal guidelines and regulations.
- **District Templates & Forms Storage:** Globally accessible district documentation (i.e. consent forms, treatment plans, etc.) to be used by school staff while logging interventions and claims.



Document management

- Management and indexing of case related documents, correspondence, and reports.
- Custom templates based on unique needs and workflows of the District.

c) A brief description of the characteristics, if any, that distinguish Care Solace from others and d) A summary of how Care Solace will establish a comprehensive program to meet the needs and achieve the goals of the scope of service.

Care Solace has a long history of providing services to California school districts; more than 40% of the enrolled students, staff and families have access to our care coordination services. Of the 5,800,000 California enrolled students, Care Solace currently supports 2,461,756 enrolled students. As the Children and Youth Behavioral Health Initiative transforms the way California supports children, youth and families, Care Solace is well-positioned to provide comprehensive electronic health record (EHR) system software while playing a critical role in supporting the operational readiness of districts and schools.

Care Solace All-In-One EHR was designed from the perspective of the staff and the whole child, and it was built specifically for schools. The platform is more than billing and as such supports customized workflows, collaborations, interventions, and SIS integrations. The foundations are rooted in the care coordination warm-handoff process that initiates an intervention, establishes a case, captures the notes, supports collaborative teams, and facilitates/automates billing and claims processing. Most importantly, the technology is also human enabled; Care Companions serve 24/7/365 as case management and billing support including securing insurance information, consent and investigation. This approach reduces the need for intervention by school staff and expedites the billing and reimbursement process by removing significant obstacles.

Care Solace begins with an Initial onboarding meeting with MVWSD leadership to explain and demonstrate the service and plan for implementation. MVWSD has the option to request this to be an in-person or remote meeting and adjust the length as needed. During this meeting, Care Solace is collaborating with MVWSD to determine priorities, needs and idiosyncrasies of the



schools. The goal of this meeting is to map the Care Solace functionality to the MVWSD requirements in even greater detail to identify the need for customization, and to determine key implementation details such as integration set up, user configuration, training schedule and rollout plan, and a go-live date.

Hand-in-hand with the technical plan is the communication and training plan. A comprehensive plan must include engagement and utilization methods. The system will be easy to use, but it must be used. Care Solace engages “care heroes” in the organization to boost adoption and ease transitions. The implementation is as much a change management exercise as it is a technical project. The Care Solace framework for implementation provides a roadmap for transitioning individuals, teams, and the entire organization from their current state to a desired future state by helping minimize resistance, building stakeholder support, and ensuring desired outcomes.

Care Solace’s change management approach ensures a comprehensive approach to the implementation.

f) Personnel supporting the implementation of this project for your district

Dr. Carlos Alcantara is a licensed clinician and in the field of mental health for over 19 years now. In that time he has worked in the public sector providing services to at-risk transitional age youths and families billing Medi-Cal and overseeing proper billing procedures. In addition, Dr. Alcantara has a private practice where he utilizes insurance billing processes to support certain clients. For 13 of the 19 years in the mental health industry, Dr. Alcantara has served in schools. He has been a mental health provider in California district school sites (both traditional and alternative school settings), oversaw mental health services at the county-based school sites (alternative education), and for the past 6 years oversaw the mental health services for a high school district at the district level. Dr. Alcantara is well-versed in supporting mental health practitioners providing direct services, supporting and training educators and



administrators on mental health protocols and procedures, and working with district leadership on district-wide policies and procedures that facilitate wellness for all stakeholders.

Ashley McDevitt, MHSA is the Executive Director of Provider Operations and Integration for Care Solace. With an initial focus on providers, Ashley established the Provider Outreach Team, Provider Support Team, and Data and Research Team. Through that effort, she increased providers enrolled in the Care Solace intake process by 8376% in a two year period. In California Ashley and her team have sourced and verified more than 175,000 mental health providers. Ashley also serves as a lead on the launch and onboarding team for the All-in-One platform and has successfully launched LEAs on the platform and into CYBHI.

Miriam R. Stevenson, MA, PPS, ASC is the Executive Director of Community Engagement for Care Solace. Miriam created custom resources to support school, implementation and promotion of services. She is a wellbeing advocate, leader, counselor, and educator. Throughout her career, Miriam has served as a school district thought partner to create referral practices and utilize services to expand on their existing support structures. She serves as an in-house educator representing needs of schools staff and communities to inform operations, processes, services and products and to facilitate feedback processes for school partners to inform service & product development.

Cienna Mayfield is the Revenue Cycle Manager of School Based Health Services Billing for Care Solace. Cienna is currently part of the leading and managing the team handling billing support processes for EHR users, playing a key role in optimizing revenue cycle management for the CYBHI program. Her responsibilities include analyzing insurance rejections and denials to ensure school districts receive accurate and maximum reimbursement for services provided, while also maintaining strict compliance with DHCS and federal billing regulations. She is also supporting district partners with the implementation of the LEA BOP program. Cienna served as the LEA BOP and CYBHI program coordinator for Fresno Unified School District prior to joining Care Solace, where she ensured accurate and timely claim submissions, oversaw the



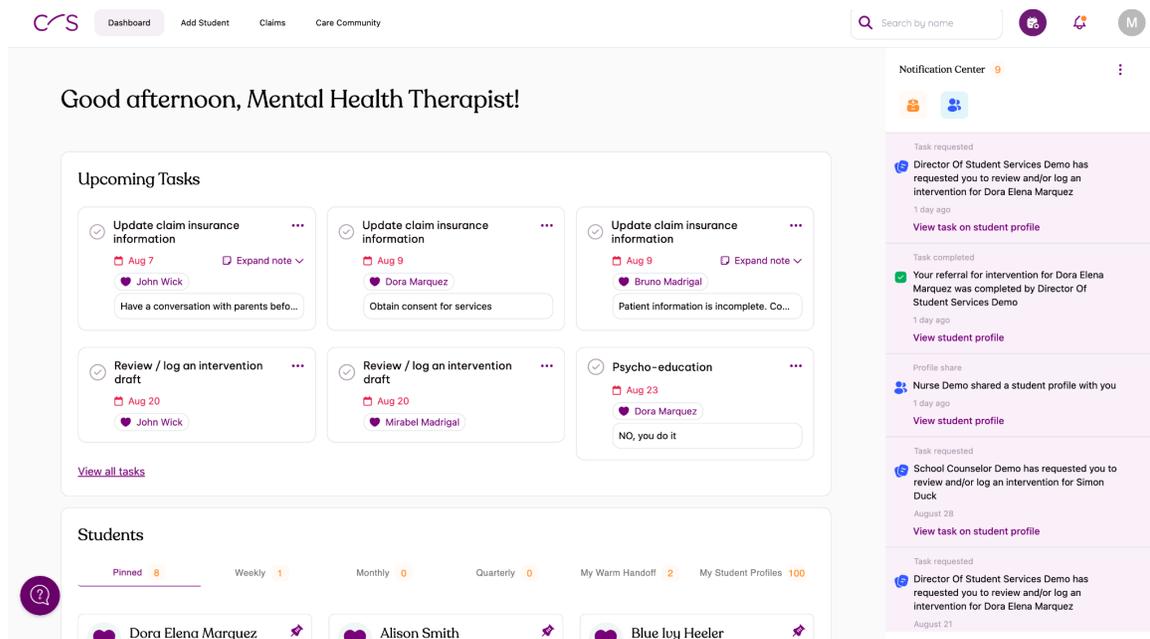
full revenue cycle, and managed DHCS audits.

B. BACKGROUND INFORMATION AND SCOPE OF SERVICES - REFERENCING APPENDIX B

Electronic Health Record Functionality:

The workflow and functionality are easily accessible through a role-based dashboard

Daily tasks, upcoming tasks, collaborations, and access to resources are evidenced on the dashboard. This is the primary point for navigating the system.



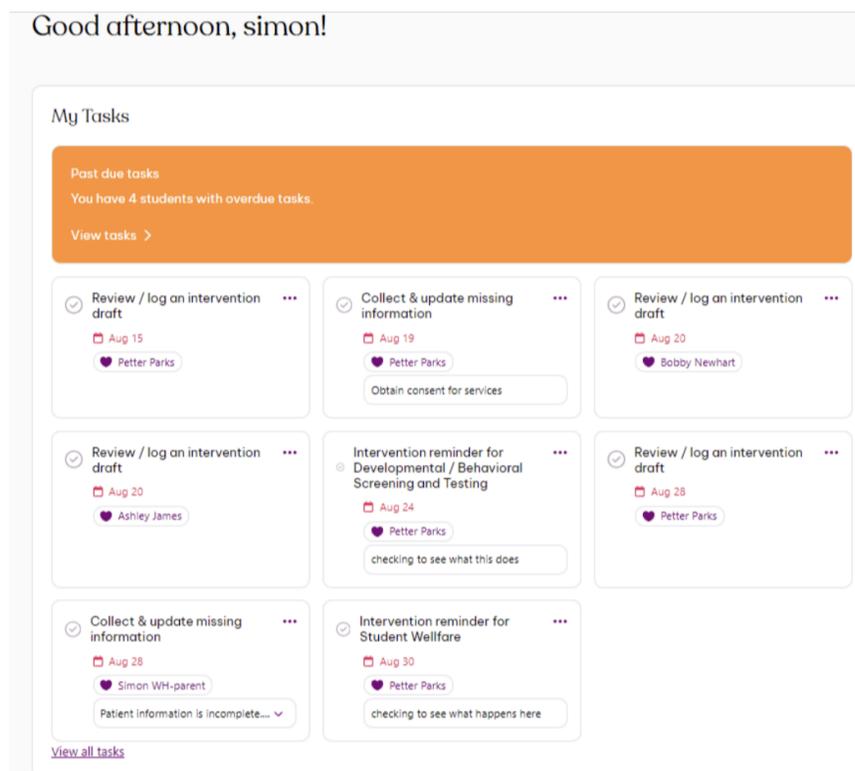
The system is easy to use and was designed by school administrators, clinicians, counselors and subject matter experts. The keen understanding of the daily needs of each role were defined by this team.

Standard & Program Specific Client Demographic Data The platform solution supports client demographic data collection required for billing, while also allowing organizations to track



program-specific demographic data, which can be easily modified over time.

Care Solace offers a fully integrated referral and EHR system. In a school system, referrals can be made between providers, to on-campus resources, or to customized workflows and recipients of referrals. School staff can log interventions and document admission, transfers and discharge under the notes section. The platform has a robust notification system that alerts school staff on tasks that need to be completed for school based interventions, including reminders for outstanding tasks and upcoming due dates. School staff can work collaboratively on tasks. The platform includes a flexible and customizable “task“ functionality to track and alert users on health/case records, files, outcomes, and pending clinical and administrative responsibilities. It supports tracking program-specific satisfaction and outcome data, other required reports like medication errors and abuse. The following screenshots from the platform illustrate the functionality.



Areas of Focus Student details Insurance details

Presenting Needs

Completed Interventions

| | |
|-----------------------|---|
| Individual Counseling | 7 |
|-----------------------|---|

Timeline Tasks Progress Notes

Made by: All

Marshall Moncrief August 02, 2024

SOAP Note
 anxious panic feelings in class Individualize ...
 distracted and interrupting other students DITTO
 provided the anxiety inventory DITTO
 continue to work on CBT interventions DITTO
 add the CBT

Marshall Moncrief August 01, 2024

SOAP Note
 anxious panic feelings in class DITTO
 distracted and interrupting other students DITTO
 provided the anxiety inventory DITTO
 continue to work on CBT interventions DITTO
 add the CBT

Marshall Moncrief August 01, 2024

SOAP Note
 anxious panic feelings in class AGAIN
 distracted and interrupting other students AGAIN
 provided the anxiety inventory AGAIN
 continue to work on CBT interventions SOME MORE...

Marshall Moncrief July 31, 2024

SOAP Note
 anxious panic feelings in class AGAIN
 distracted and interrupting other students AGAIN
 provided the anxiety inventory AGAIN
 continue to work on CBT interventions SOME MORE...
 EDITING THIS TO MAKE IT BETTER

Areas of Focus Student details Insurance details Documents

Presenting Needs

Completed Interventions

| | |
|-------------------------|---|
| Individual Counseling | 7 |
| Medical / Health | 5 |
| Hospitalization Support | 1 |

Timeline Tasks Progress Notes

+ Log an intervention

simon joshi Mon Oct 14 2024

Logged tier 1 Hospitalization Support regarding Self-harm Concerns: Admitted student to the hospital for care
[View/Revise](#) [Claim](#)

simon joshi Sun Oct 13 2024

Logged tier 1 Medical / Health regarding Vision: test
[View/Revise](#) [Claim](#)

simon joshi Fri Oct 11 2024

Uploaded document: consent_form.pdf

simon joshi Fri Oct 11 2024

Deleted document: LEA - hearing.pdf

simon joshi Wed Oct 09 2024

Logged tier 1 Medical / Health regarding Vision: test
[View/Revise](#) [Claim](#)

simon joshi Wed Oct 09 2024

Logged tier 3 Medical / Health regarding Physical Health: completed treatment for vision and hearing. This kid has allergies
[View/Revise](#) [Claim](#)

simon joshi Tue Oct 08 2024

Logged tier 1 Medical / Health regarding Physical Health: complete IEP related assessment. Completed vision and hearing test.
[View/Revise](#) [Claim](#)

simon joshi Tue Oct 08 2024

Addendum: tier 1 Medical / Health regarding Physical Health: complete IEP related assessment. Completed vision and hearing test.



Bob Newhart
 Case ID: 64558687
 Student ID: 12344521
 Guardians
 Darrell Newhart
 (555) 555-5555
 @Darrell@yahoo.com
[Open Profile](#)

Care Companion™
Simon Danger Joshi
 Case received: Aug 01
 Activity: 1 texts 1 emails
[Email Me](#)

Status

[Share](#)

Bob Newhart Case Timeline

- Simon Danger Joshi (Sep 11) Simon Danger Joshi started work on this case
- Simon Danger Joshi (Sep 11) Email to simon joshi: Hi Simon! We received your Warm Handoff request and have assigned Bob to a Care Companion. Please continue to check your Care Loop dashboard for updates on this case!
- Aug 01 Text to Darrell Newhart
- Marshall Moncrief (Aug 01) Care Solace received information
- Marshall Moncrief (Aug 01) please help family



Progress Note

SOAP Note

Load a Previous Note

S: Subjective
 O: Objective
 A: Assessment
 P: Plan

Set permissions to view the progress note

Visible to all collaborators

Restricted Access



- Delete progress note



Progress Note

Simple Progress Notes ▼ [Add Last Note](#)

Add References from Treatment Plan ▼ f41.1 - Goal Two ×

Goal 1 - Student will demonstrate an increased understanding of ACT Principles and apply them...

Goal 2 - Student will learn cognitive restructuring techniques to identify and reframe unhelpful...

Goal 3 - Student will decrease their anxious thoughts and behaviors by 50% over the course...

Electronic Record Pre-population

The system streamlines form completion by automatically prepopulating forms through integration with the SIS system. The system ensures accuracy and reduces manual entry by leveraging existing student data. This functionality improves efficiency and reduces errors, allowing users to focus more on care rather than administrative tasks.

Forms and Tasks: The system supports the generation of forms and includes a robust task and tickler notification system to alert staff and to remind them of outstanding tasks and upcoming due dates. The platform includes a flexible and customizable “task” functionality to track and alert users on health/case records, files, outcomes, and pending clinical and administrative responsibilities. The platform breaks down and establishes alerts/ticklers for all stakeholders.

- Capturing insurance Consent
- Collaboration
- Document uploads for students
- Assessments
- Student inactivity monitoring and workflow with alerts that no intervention has been logged
- Claims handling and Denials



- It also supports tracking program-specific satisfaction and outcome data, as well as other required reports like medication errors and abuse.
- Supervising roles can monitor activities, such as: progress note compliance and progress through role based access controls.

Diagnostic and Statistical Manual (DSM) Diagnoses & ICD-10 Codes

The platform has AI capability to suggest appropriate ICD-10 codes based on intervention data and notes entered by staff. Staff have the ability to override system suggestions and also manually enter codes. This screenshot from the platform illustrates the functionality.

The screenshot displays a patient profile for John Hutchins (Legal name: Johnathon Craig Hutchins) with Student ID 8192197, Birthdate 2000-02-09, and Grade level 10. The interface is split into two main sections: a patient overview on the left and a claim creation form on the right.

Intervention for Johnathon Hutchins on 10/03/2024

Claim Details

Services provided with this intervention

Education and training for patient self- management by a CHW: individual (98960) [1] [trash icon]

Search and add services

Presenting Concern [Mental disorder, not otherwise specified - F99] [search icon] [plus icon]

Claim Summary

Intervention(s): Hospitalization Support, Staff Contact
 Challenge(s): Physical Health
 Session type: Individual
 Session length: 50 minutes

Add Your Digital Signature

Signature [text input] Date [mm/dd/yyyy] [calendar icon]

I certify that my electronic signature is the legal equivalent of my manual/handwritten signature on this claim.

< Back [Create Claim]



Screener

The platform allows staff to upload screening documentation and results. This screenshot from the platform illustrates the functionality.

Add Document ✕

Upload a fileLink a file

File type: Other ▼



Drag & Drop or Choose file to upload

Cancel

Inactivity Alert Clear

Weekly Monthly Quarterly

My Notepad Collaboro

Add a note here

Bob is hoping for an...
Remember the last stu...

Areas of Focus Student details Insurance details

| | | |
|----------------|--------------------|--|
| Insurance Plan | Insurance ID | |
| EHP | 0230987 | |
| Insurance Type | Policy Holder Name | |
| Medicaid | Larry Newhart | |
| Group Number | | |

+
Add Secondary Insurance

Timeline

Timeline

- Upload
- Created
- View
- Logged
- Inquired
- View
- Deleted

Add Insurance Details

Insurance Information

| | |
|----------------|---|
| Insurance Type | Insurance Plan |
| Medicare | Anthem Blue Cross Blue Shield - Anthem Medicare Pref... |
| Insurance ID | Group Number |
| 0230987 | |

Policy Holder Information

| | | |
|------------|-------------------------|-----------|
| First name | Middle name | Last name |
| Larry | | Newhart |
| Birth date | Relationship to Patient | |
| 09/07/1973 | Parent | |
| Street | | |
| 123 1st St | | |
| City | State | Zip |
| Norco | Ca | 92860 |

CancelSave



Case Management Notifications

The Care Solace platform provides notifications to staff regarding key client events in school based settings. It also alerts staff when a client has been screened for a risk assessment, as documented in the client chart. Additionally, the system includes a tracking tool for collecting demographic, clinical, and claims-related data. It also enables easy identification and documentation of care team collaborators, including their licensure type, ensuring clear coordination of care.

The screenshot displays the Care Solace Case Management interface, divided into two main sections: Presenting Needs and Completed Interventions on the left, and a Timeline on the right.

Presenting Needs: This section features a central diagram with five interconnected nodes: Psychological, Substance Use, Anxiety (excessive worry, fears), Depression (sadness, irritability/anger, apathy/lack of motivation, withdrawal), and Panic Attack.

Completed Interventions: A horizontal bar chart shows that 7 Individual Counseling interventions have been completed.

Timeline: A vertical list of events is shown, each with a date and a description of the intervention. The events include:

- Thu Oct 03 2024: Logged tier I Individual Counseling regarding Anxiety (excessive worry, fears); note (View/Revise, Claim)
- Tue Oct 01 2024: Uploaded document: LEA - hearing.pdf
- Tue Oct 01 2024: Created and signed claim #547756 (View Details)
- Tue Oct 01 2024: Logged tier I Psycho-education regarding Anxiety (excessive worry, fears); testing to see what happens (View/Revise, Revise Claim)
- Tue Oct 01 2024: Deleted document: LEA - hearing.pdf
- Tue Oct 01 2024: Uploaded document: LEA - hearing.pdf
- Wed Sep 25 2024: Created and signed claim #137873 (View Details)
- Wed Sep 25 2024: Logged tier I Psycho-education regarding Anxiety (excessive worry, fears); asdadsa (View/Revise, Revise Claim)
- Tue Aug 20 2024: Saved an intervention draft: tier I Observation (Open Draft)

Case Management Notifications

The platform provides real-time notifications for key client events in school settings, such as profile updates, interventions and addendum changes, supervisor feedback, etc . These alerts in the



student timeline ensure staff are immediately informed of important developments, enabling timely interventions and continuity of care.

The screenshot displays a 'Timeline' interface with the following entries:

- Timeline** | Tasks | Progress Notes
- Timeline** [+ Log an intervention](#)
- simon joshi** Sun Oct 13 2024
Logged tier I Medical / Health regarding Vision: tesr
[View/Revise](#) [Claim](#)
- simon joshi** Fri Oct 11 2024
Uploaded document: consent_form.pdf
- simon joshi** Fri Oct 11 2024
Deleted document: LEA - hearing.pdf
- simon joshi** Wed Oct 09 2024
Logged tier I Medical / Health regarding Vision: test
[View/Revise](#) [Claim](#)
- simon joshi** Wed Oct 09 2024
Logged tier 3 Medical / Health regarding Physical Health: completed treatment for vision and hearing. This kid has allergies
[View/Revise](#) [Claim](#)
- simon joshi** Tue Oct 08 2024
Logged tier I Medical / Health regarding Physical Health: complete IEP related assessment. Completed vision and hearing test.
[View/Revise](#) [Claim](#)
- simon joshi** Tue Oct 08 2024
Addendum: tier I Medical / Health regarding Physical Health: complete IEP related assessment. Completed vision and hearing test.
[View/Revise](#) [Claim](#)



Notification Center 17 

Private notes viewed

 School Counselor Demo viewed a restricted access note on the intervention logged for Bob SquarePants on 10/11/2024. School Counselor has confirmed this is for educational purposes.

2 days ago

[View student profile](#)

Task requested

 School Counselor Demo has requested you to review and/or log an intervention for Simon Test

5 days ago

[View task on student profile](#)

Task requested

 School Counselor Demo has requested you to review and/or log an intervention for Simon Test

5 days ago

[View task on student profile](#)



PATIENT HEALTH QUESTIONNAIRE-9 (PHQ-9)

Over the last 2 weeks, how often have you been bothered by any of the following problems?
(Use "✓" to indicate your answer)

| | Not at all | Several days | More than half the days | Nearly every day |
|---|------------|--------------|-------------------------|------------------|
| 1. Little interest or pleasure in doing things | 0 | 1 | 2 | 3 |
| 2. Feeling down, depressed, or hopeless | 0 | 1 | 2 | 3 |
| 3. Trouble falling or staying asleep, or sleeping too much | 0 | 1 | 2 | 3 |
| 4. Feeling tired or having little energy | 0 | 1 | 2 | 3 |
| 5. Poor appetite or overeating | 0 | 1 | 2 | 3 |
| 6. Feeling bad about yourself — or that you are a failure or have let yourself or your family down | 0 | 1 | 2 | 3 |
| 7. Trouble concentrating on things, such as reading the newspaper or watching television | 0 | 1 | 2 | 3 |
| 8. Moving or speaking so slowly that other people could have noticed? Or the opposite — being so fidgety or restless that you have been moving around a lot more than usual | 0 | 1 | 2 | 3 |
| 9. Thoughts that you would be better off dead or of hurting yourself in some way | 0 | 1 | 2 | 3 |

FOR OFFICE CODING 0 + + +
=Total Score:

If you checked off any problems, how difficult have these problems made it for you to do your work, take care of things at home, or get along with other people?

| Not difficult at all | Somewhat difficult | Very difficult | Extremely difficult |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Client Electronic Signature

The platform supports the ability to import electronic signatures. Clients can complete electronic signatures using their mobile and desktop devices for consent. This screenshot from the platform illustrates the functionality.

connecting me to a mental health provider and/or social services resources.

SECTION IV – Who Can Receive My Health Information:
I authorize Care Solace to share all of the health information detailed in Section II of this Authorization with all potential mental health providers or social services resources with whom I am matched through the Care Solace Services.

I further authorize Care Solace to share appointment information ONLY (provider name and dates of appointments) with the Contracting Entity.

SECTION V - AUTHORIZATION AND DURATION:
I certify that this request has been made voluntarily and that the information given above is accurate to the best of my knowledge. This Authorization will automatically expire upon satisfaction of the need for disclosure or if revoked in writing by me, but in any event, this release will automatically expire one (1) year from the date it is signed. I understand that I may revoke this Authorization at any time by sending a written request to:

Care Solace, Inc., Attn: Legal, 1624 Market St., Ste 226 PMB 94660, Denver, CO 80202-1559 or legal@caresolace.org

I understand that if my information has already been shared prior to my revocation of this Authorization, it may be too late to cancel permission to share my health information.

SECTION VI – HIPAA Required Statements:
I UNDERSTAND THAT IF I WISH TO LIMIT DISCLOSURE IN ANY WAY, INCLUDING BY LIMITING THE TYPES OF INFORMATION COVERED BY THIS AUTHORIZATION, I SHALL INFORM CARE SOLACE OF THE LIMITATIONS BY SENDING WRITTEN NOTICE TO THE ADDRESS LISTED IN SECTION V
I UNDERSTAND THAT NON-RESEARCH RELATED TREATMENT FROM MEDICAL PROVIDERS MAY NOT BE CONDITIONED UPON SIGNING THIS AUTHORIZATION.
I UNDERSTAND THAT MY TREATMENT, PAYMENT, ENROLLMENT OR ELIGIBILITY FOR BENEFITS MAY NOT BE CONDITIONED ON SIGNING THIS AUTHORIZATION.
I UNDERSTAND THAT THE INFORMATION PROVIDED UNDER THIS AUTHORIZATION MAY BE SUBJECT TO REDISCLOSURE BY THE RECIPIENT UNDER CIRCUMSTANCES NO LONGER PROTECTED BY HIPAA.

OTHER CONDITIONS: A copy of this Authorization or my signature thereon shall be as effective as if it is an original.

Agree

First name Last name

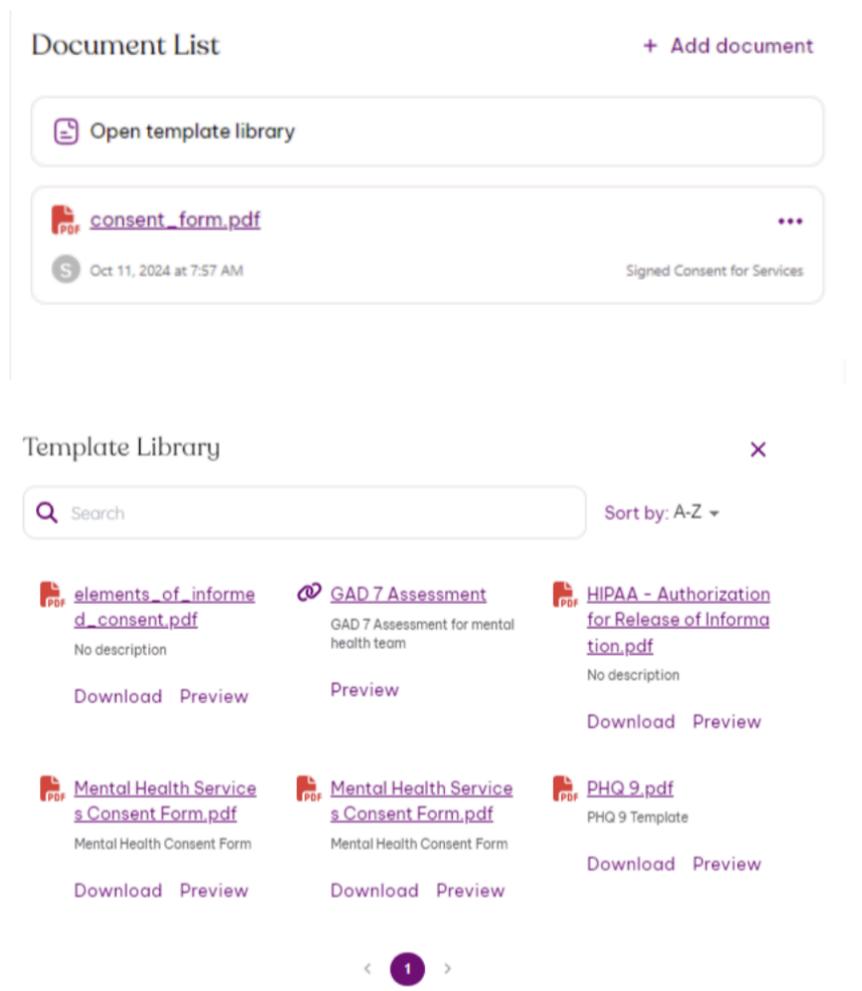
Email address Date



Scanned Document Storage

The platform includes robust document storage and management capabilities that allow users to store scanned documents as PDF files, both associated and not associated with individual patients. This ensures comprehensive record-keeping for all documentation types.

This screenshot from the platform illustrates the functionality.



Record Access

Central to the design of the platform is to facilitate multi-disciplinary team collaboration in real-time. The platform allows multiple users to access the same record simultaneously without compromising data integrity or performance. This ensures that various care team members (collaborators), such as mental health therapists, social workers, and school counselors, can collaborate in real-time without delays or access restrictions.

Extensive Call Tracking & Disposition Data

The Care Solace platform includes robust call center capabilities staffed by Screeners, Care Companions, and Clinicians. The capabilities include notes, tracking, escalation, and investigations, as well as scripting, routing and resolution.

Compliance, Quality Assurance, & Health Record Functionality

The platform includes “task” functionality to track required health/case record components, outcome measures, and satisfaction surveys. It can track program-specific satisfaction and outcome data and provides detailed reporting. The system supports intuitive navigation and tracking of electronic health records, role-based charting, HIPAA compliance, and state-specific health record requirements. Additionally, it supports accreditation tracking, stores National Provider Identifier (NPI) data, provides flexible role-based access controls, manages document versioning, and offers archiving and purging capabilities for historical records.

| Functionality | Y/N? | Comments |
|---|------|---|
| Alerts or “Tickler” Capabilities | Y | The tickler/alert functionality is associated with the dashboard and messaging system for individuals and collaborative teams. |
| Satisfaction & Outcomes Tracking & Analysis | Y | The platform tracks: date-sensitive information, outcome data, and NPS scores for satisfaction. Additionally Care Solace has data |



| | | |
|--|---|--|
| | | science capabilities for analyzing this information and providing insights to MVWSD. |
| Critical incident and required reporting | Y | The platform supports serious incidents and other required reporting and follow-up. It also supports tracking program-specific satisfaction and outcome data, as well as other required reports like medication errors and abuse. Supervising roles can monitor progress note compliance and progress through role based access controls. The system allows the tracking of multiple events within a single critical incident if needed. Additionally Care Solace has data science capabilities for creating any required reporting as defined by MVWSD. |
| Track progress note compliance | Y | The software tracks progress notes and assessment notes have been completed for all services entered and billed. Ideally, there should be flexibility in setting up the alerts and parameters regarding requirements for the progress note and other documentation. Supervising roles can set up alerts and parameters for progress notes. They can also monitor progress note compliance and progress through role based access controls |
| Electronic record release | Y | The software enables the easy release of all or part of an electronic health record, both electronically and via printing. The system facilitates electronic record release, with audit trails for access tracking, and supports role-based charting for document routing and approvals. It also complies with HIPAA and state-specific privacy standards, stores National Provider Identifier (NPI) data, and offers enhanced role-based access controls. |



| | | |
|---|---|---|
| | | Additionally, it supports version control, archiving, and purging of electronic health records while tracking compliance. |
| Record release tracking | Y | The platform provides an audit trail for the printing or electronic release of parts or all of the health record. |
| Electronic Health Record Document Routing & “Role Based Charting” | Y | The platform supports routing health record documents through workflows based on roles. The records can be routed to supervisors or others for signature or approval as required. |
| Tracking HIPAA & State Specific Health Record Requirements | Y | The platform supports tracking health records rights under the HIPAA privacy standards. |
| Accreditation Support | Y | The system should support tracking compliance with accreditation standards for health care accrediting bodies. |
| National Provider Identifier Data storage | Y | The platform stores National Provider Identifier (NPI) data. |
| Enhanced Role-Based System Access Controls | Y | The platform implements user access controls that are flexible. |
| EHR Document Version Control | Y | The platform maintains and supports the tracking of all versions of health record forms, with timestamps and user identification of changes made to the record. |
| EHR Archiving & Purge Capability | Y | The platform functionality includes archiving and retrieving historical records as well as purging records according to the record disposal strategy. |



Billing & Accounts Receivable Functionality

| Functionality | Y/N? | Comments |
|---|------|---|
| Billing & Accounts Receivable Functionality | Y | <p>The Care Solace platform is a fully integrated EHR system that provides all functionality in support of case management, billing and accounts receivable.</p> <p>The platform offers a guided experience to empower users to select the correct billing codes depending on the services recorded, and to generate claim files based on the notes signed and locked in a given timeframe.</p> <p>It also provides the capability for supervisors to approve notes written by interns.</p> <p>The platform is integrated with Availity - the billing software used and recommended by Carelon for managing CYBHI claims. The batch upload process will upload claim file 837P to Carelon and will be processed by respective health plans for reimbursements. The 837p files can be uploaded to Availity via SFTP (they do not yet offer an API for 837).</p> <p>The platform will support "RTE" - realtime eligibility checks - to ensure insurance information is accurate in our systems. If the RTE checks fail, staff users will have the option to request assistance from our Care Companion team to follow-up with the family and get the information updated.</p> |
| Client Payer & Service Authorization Data | Y | <p>The platform supports all payer data and service authorizations required for billing for all clients in care. It includes the ability to record multiple payers for each client.</p> |



| | | |
|---|---|---|
| Case Management & Service Authorization Management Supports | Y | <p>The platform supports all staff in the district and schools. Included is robust case management and billing authorization management supports, requests, reductions, and denials. Additionally, it provides staff with notifications, warnings and the ability to monitor authorizations.</p> <p>Unified claim summary page is available to review all claim files, submit batch claims, view status and \$\$ reimbursed</p> <p>The platform supports claim file correction and resubmission</p> |
| Client Service Entry | Y | The software supports user-friendly data entry of billable and non-billable services. |
| Pre-billing Edits | Y | The software has editing capabilities based upon payer requirements and authorization data including complex payer rules. |
| Client Fee-For-Service | Y | The software supports outpatient billing; including support for the billing logic of individual payers. |
| Complex Billing Requirement Support | Y | The system supports complex billing requirements and allows staff to manually edit the final bills, etc. |
| Standard A/R Functionality | Y | The platform supports accounts receivable functionality for billing third-party payers, including payment posting, contractual expense write-offs, bad debt write-off, balance billing, and rebilling. |
| Client Sliding Scale Fee Screen | Y | The platform supports client-specific sliding scale fees for services in both flat fees and as a percentage of the gross service charge. |
| Electronic Remittance Posting & Waterfall Billing | Y | The software supports electronic remittance posting for both payments and denials. |



| | | |
|--------------------------------------|---|---|
| Guarantor Private Pay Statements | Y | The software supports generating guarantor private pay statements with dynamic content. |
| Payer Eligibility Data Import | Y | The software supports import of payer eligibility data. |
| Compliance Assistance | Y | The platform assists with compliance through workflows, triggers and alerts. |
| Automated claim resubmission | Y | The platform supports the correction of claims and electronic resubmission. |
| E/M Coding | Y | The platform is capable of providing and assigning the appropriate insurance reimbursement codes, billing codes, procedure codes for all insurances to facilitate the preparation of insurance claims and the maximization of reimbursements. |
| Consumer Fund Tracking | Y | The platform assists with the tracking of consumer funds, including fund receipts and disbursements. |
| Medicare Incident to Billing Support | Y | The platform supports the tracking of Medicare incidents. |

Other Core System Functionality:

| Functionality | Y/N? | Comments |
|---|------|---|
| Internal Staff Alert & Messaging System | Y | The software supports the ability to trigger alerts and message the staff. |
| Consumer/Family/ Network Provider Portals | Y | The providers are accessible to consumer, family, or network via portals for various functions. |



| | | |
|----------------------------------|---|---|
| Hardware Requirements | Y | The platform can be used securely on desktop PC's, tablets, smartphones, laptops, card scanners, signature pads, and workstation kiosks. |
| Software Requirements | Y | The software is functional on both IOS and Android operating systems. |
| Support and Maintenance | Y | The platform is supported by an account executive and a full team with 24/7 phone, email, chat and/or instant messaging support. |
| Customer Service Escalation Plan | Y | The customer service escalation plan ensures efficient conflict resolution through multiple support channels. Customers can initiate escalations via phone or by submitting a support ticket through a webform. The process follows a tiered approach, starting with frontline representatives and escalating to specialized teams if necessary. Each escalation is tracked for accountability, with regular updates provided to all stakeholders until resolution is achieved. |
| Fault Tolerance | Y | The platform executes routine updates, data backups, and point-in-time updates, and is capable of restoring data from backups and snapshots to facilitate recovery. |
| Availability and Scalability | Y | The platform scales and provides high availability through the Heroku hosting environment and the system architecture, |

Referral Tracking & Admission Notes:

The Care Solace platform offers extensive call tracking and disposition data, enabling staff to document referral call details using Warm Handoff. It supports comprehensive referral workflow



tracking, ensuring seamless management of admissions processes. Additionally, the “task” feature helps monitor the completion of student-specific tasks, such as clinical and billing reviews, approvals, and securing necessary documentation. These screenshots from the platform illustrate the functionality.

The screenshot shows a 'My Tasks' dashboard with a navigation bar at the top containing: 'My Tasks 8', 'Rejected Collaborator Tasks', 'Collaborator Tasks 3', and 'My Completed Tasks 13'. The main area displays a grid of task cards:

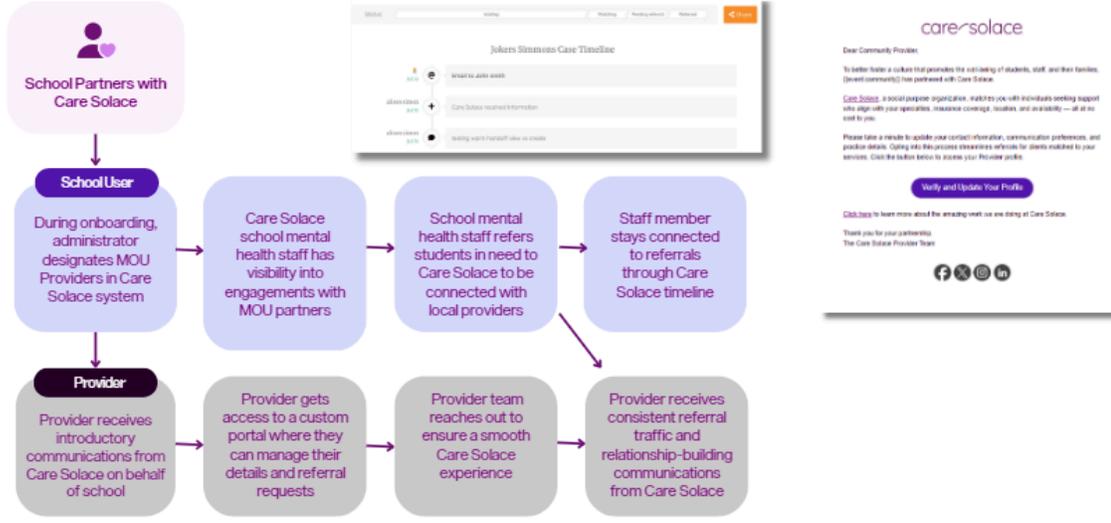
- Task 1:** Review / log an intervention draft (Aug 15) assigned to Petter Parks.
- Task 2:** Collect & update missing information (Aug 19) assigned to Petter Parks, with a sub-task 'Obtain consent for services'.
- Task 3:** Review / log an intervention draft (Aug 20) assigned to Bobby Newhart.
- Task 4:** Review / log an intervention draft (Aug 20) assigned to Ashley James.
- Task 5:** Intervention reminder for Developmental / Behavioral Screening and Testing (Aug 24) assigned to Petter Parks, with a sub-task 'checking to see what this does'.
- Task 6:** Review / log an intervention draft (Aug 28) assigned to Petter Parks.
- Task 7:** Collect & update missing information (Aug 28) assigned to Simon WH-parent, with a sub-task 'Patient information is incomplete. Complete insuranc...'.
- Task 8:** Intervention reminder for Student Welfare (Aug 30) assigned to Petter Parks, with a sub-task 'checking to see what happens here'.

The screenshot shows two main sections of the platform interface:

- Areas of Focus:** Includes 'Student details' and 'Insurance details'. Under 'Presenting Needs', there is a diagram with five interconnected circles: 'Psychological', 'Substance Use', 'Anxiety (excessive worry, fears)', 'Panic attack', and 'Depression (sadness, irritability, anger, apathy, lack of motivation, withdrawal)'. Below this, 'Completed Interventions' shows 'Individual Counseling' with a count of 7.
- Progress Notes:** A section titled 'Progress Notes' with a 'Made by: All' dropdown. It contains four SOAP notes from Marshall Moncrief, dated August 02, 01, 01, and 21, 2024. The notes describe interventions for anxious panic feelings, distraction, and CBT interventions.



Recognized / MOU Providers Experience



Provider Portal: Respond + Track Cases

care-solace

Cases Inbox Integrations Profile Terms of Service Log out

Hi, there are 3 cases awaiting your response at 200 Michigan Ave.,

Inbox Match Not a Match Filter

| Case# | Client | Services requested | Treatment | Struggles | Telehealth | Insurance | Match |
|----------|--|--------------------------------|--------------------|-----------|------------------------------|-----------|-------|
| 54980914 | Grand Pacific Resorts 33 y. (Male) based in San Marcos, CA. | Individual Therapy | Depression, Trauma | Yes | No insurance - Sliding Scale | Match | |
| 84881767 | Laurel Elementary School 8 y. (Female) based in Oceanside, CA. | Individual Therapy | Depression, Trauma | Yes | Medina Healthcare | Match | |
| 54787697 | Jill Ann Leightag Elementary School 10 y. (Male) based in San Marcos, CA. | Individual Therapy, Assessment | Trauma | Yes | Medina Healthcare (Medicaid) | Match | |

For general questions or concerns, please email providers@caresolace.org or call us at 888-515-5195

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Lifeline Community Services

200 Michigan Ave., Vista
LMFT

Edit Profile

Contact Info



Discharge Planning & Referral Tracking:

Staff can log discharge planning under the “notes” section. For referral tracking, staff can use Warm Handoff capability which allows users to track up to date status on the referral. This screenshot from the platform illustrates the functionality.

The screenshot displays the Care Solace user interface. At the top, there is a navigation bar with the Care Solace logo and menu items: Dashboard, Add Student, Impact Report, Admin, Claims, and Care Community. A search bar is located on the right side of the navigation bar.

The main content area is divided into two columns. The left column features a profile card for Bob Newhart, including his Case ID (64558687), Student ID (12344321), and contact information for his guardians, Darrell Newhart. An "Open Profile" button is visible at the bottom of the card. The right column features a profile card for Simon Danger Joshi, identified as a Care Companion, with an "Email Me" button and details about the case received on August 01 and activity (1 text, 1 email).

Below the profile cards, there is a "Status:" field and a "Share" button. The central part of the interface is titled "Bob Newhart Case Timeline" and contains a vertical list of events:

- Sep 11:** Simon Danger Joshi started work on this case.
- Sep 11:** Email to Simon Joshi: Hi Simon! We received your Warm Handoff request and have assigned Bob to a Care Companion. Please continue to check your Care Loop dashboard for updates on this case!
- Aug 01:** Text to Darrell Newhart.
- Aug 01:** Care Solace received information.
- Aug 01:** please help family.

Care Solace can meet all of the requirements of MVWSD

| Functionality | Notes |
|---------------------|---|
| Experience with EHR | Care Solace currently provides foundational care coordination to approximately half of the student population in California. Districts have expanded this service by adding electronic health record system software and implementation services. The Proposal detail includes references and experience. |
| DMC-ODS and Short | The Care Solace Executive leader, Marshall Moncrief, was the |



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| Doyle experience | CEO of Be-Well Orange County. He and Care Solace have experience providing Short Doyle and Drug Medi-Cal Organized Delivery System (DMC-ODS) reimbursement processing. |
| SMAA, LEA and LEA BOP experience | Care Solace has extensive familiarity with Cal AIM requirements and Children Youth Behavioral Health Initiatives. Care Solace is also quite familiar with Local Educational Agencies (LEA) School Based Medical Administrative Activity (SMAA) reimbursement and LEA Billing Option Program (BOP) reimbursement processing. Details of both are included in the proposal. |
| Familiarity with the School-Linked Multi-Payer Fee Schedule | Care Solace is very familiar with the School-Linked Multi-Payer Fee Schedule and has automated the processing through a collaboration with school professionals, clinicians, administrators, counselors, and even parents. The entire platform was built through the lenses of the district and school. |
| Familiarity with CalAIM Enhanced Care Management (ECM). | Care Solace is familiar with CalAIM Enhanced Care Management (ECM). |
| Able to provide liability insurance as described in this RFP. | Required liability insurance evidence is included with this submission. |
| Able to generate and bill claims electronically via 837 or CMS-1500 | Care Solace is able to bill claims electronically via 837 or CMS-1500. Claim generation, electronic batch submissions, and claim scrubbing. |
| Easy access through role-based dashboards | Daily tasks, upcoming tasks, collaborations, and access to resources are evidenced on the dashboard. This is the primary point for navigating the system. |
| Robust tracking of client information | Standard & Program Specific Client Demographic Data. Alias & Previous Name Support. |
| Form Generation & Tickler System | The platform has a robust notification system that alerts school staff on tasks that need to be completed for school based interventions, including reminders for outstanding tasks and |



| | |
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| | <p>upcoming due dates. School staff can work collaboratively on tasks. The platform includes a flexible and customizable “task” functionality to track and alert users on health/case records, files, outcomes, and pending clinical and administrative responsibilities. It supports tracking program-specific satisfaction and outcome data, other required reports like medication errors and abuse.</p> |
| Referral tracking and admission notes | <p>The Care Solace platform offers extensive call tracking and disposition data, enabling staff to document referral call details using Warm Handoff. It supports comprehensive referral workflow tracking, ensuring seamless management of admissions processes. Additionally, the “task” feature helps monitor the completion of student-specific tasks, such as clinical and billing reviews, approvals, and securing necessary documentation.</p> |
| Diagnostic and Statistical Manual (DSM) Diagnoses & ICD-10 Codes | <p>The platform has AI capability to suggest appropriate ICD-10 codes based on intervention data and notes entered by staff. Staff have the ability to override system suggestions and also manually enter codes.</p> |
| Client electronic signature | <p>The platform supports the ability to import electronic signatures. Clients can complete electronic signatures using their mobile and desktop devices for consent.</p> |
| Scanned document storage | <p>The platform includes robust document storage and management capabilities that allow users to store scanned documents as PDF files, both associated and not associated with individual patients.</p> |
| Billing & Accounts Receivable Functionality | <p>The Care Solace platform is a fully integrated EHR system that provides all functionality in support of case management, billing and accounts receivable.</p> |
| Client Payer & Service Authorization Data | <p>The platform supports all payer data and service authorizations required for billing for all clients in care. It includes the ability to record multiple payers for each client.</p> |



| | |
|---|---|
| Billing & Accounts Receivable Functionality | The Care Solace platform is a fully integrated EHR system that provides all functionality in support of case management, billing and accounts receivable. |
| Client Payer & Service Authorization Data | The platform supports all payer data and service authorizations required for billing for all clients in care. It includes the ability to record multiple payers for each client. |
| Case Management & Service Authorization Management Supports | The platform supports all staff in the district and schools. Included is robust case management and billing authorization management supports, requests, reductions, and denials. Additionally, it provides staff with notifications, warnings and the ability to monitor authorizations. |
| Client Service Entry | The software supports user-friendly data entry of billable and non-billable services. |
| Pre-billing Edits | The software has editing capabilities based upon payer requirements and authorization data including complex payer rules. |
| Client Fee-For-Service | The software supports outpatient billing; including support for the billing logic of individual payers. |
| Complex Billing Requirement Support | The system supports complex billing requirements and allows staff to manually edit the final bills, etc. |
| Standard A/R Functionality | The platform supports accounts receivable functionality for billing third-party payers, including payment posting, contractual expense write-offs, bad debt write-off, balance billing, and rebilling. |
| Client Sliding Scale Fee Screen | The platform supports client-specific sliding scale fees for services in both flat fees and as a percentage of the gross service charge. |
| Electronic Remittance Posting & Waterfall Billing | The software supports electronic remittance posting for both payments and denials. |



| | |
|--------------------------------------|---|
| Guarantor Private Pay Statements | The software supports generating guarantor private pay statements with dynamic content. |
| Payer Eligibility Data Import | The software supports import of payer eligibility data. |
| Compliance Assistance | The platform assists with compliance through workflows, triggers and alerts. |
| Automated claim resubmission | The platform supports the correction of claims and electronic resubmission. |
| E/M Coding | The platform is capable of providing and assigning the appropriate insurance reimbursement codes, billing codes, procedure codes for all insurances to facilitate the preparation of insurance claims and the maximization of reimbursements. |
| Consumer Fund Tracking | The platform assists with the tracking of consumer funds, including fund receipts and disbursements. |
| Medicare Incident to Billing Support | The platform supports the tracking of Medicare incidents. |

The Care Solace EHR makes it very easy for school-based teams to capture clinical documentation across the broad spectrum of school-based services in support of claim processing for CYBHI, LEA BOP, and can also be used for County contracted services billing. Care Solace’s system can generate claim charges and rates based on corresponding program fee schedules. The Care Solace EHR is designed to be school staff-centric. It is an all-in-one solution that eliminates the need for double-entry and supports the communication, coordination, and collaboration of multi-disciplinary school-based care teams around student care. Care Solace has a unique combination of the most contemporary technology to integrate with SIS, other school systems, and larger external systems associated with billing (eg, Availity and Carelon for CYBHI), as well as a comprehensive services team to ensure all potential reimbursable activities are captured and directed to the proper billing channel (ie, CYBHI vs BOP). Care Solace supports our LEA partners beyond claims submission, providing full audit



services to address outside audits and address denied claims for resubmission and the highest possible reimbursement.

C. Statement of Qualifications and Experience

References & Experience

Care Solace boasts a 90%+ retention rate for all clients since its inception as an organization.

| District | Yrs | Contact/title | Email | Phone |
|--|-----|--|---------------------------------|--------------|
| La Mesa Spring Valley | 1 | Jaime Hocanson Coordinator of Mental Health | jaime.hocanson@lmsv schools.org | 619-668-5700 |
| Ramona Unified School District | 1 | Kerri Bjork Director of MTSS | kbjork@ramonausd.net | 760-787-2087 |
| San Bernardino Unified School District | 1 | Susan Barndollar Director of Student Mental Health / Wellness | sbarndollar@sandi.net | 619-725-8000 |
| Fresno Unified School District | 3 | Abigail Arie Director of Student Support Services | abigail.arii@fresnounified.org | 559-457-6055 |
| West Covina Unified School District | 3 | Devon Rose Director of Student Services | drose@wcusd.org | 626.939.4600 |



| | | | | |
|---|---|--|------------------------------|--------------|
| Sierra Sands Unified School District | 3 | Paul Delbick Executive Director | pdelbick@ssusd.org | 760.499.1703 |
| Wiseburn Unified School District | 3 | Monique Ingram District Elementary School Counselor/Coordinator | mingram@wiseburn.org | 310.725.2101 |
| Antioch Unified School District | 1 | Tim Cooper Director of Student Services | timcooper@antiochschools.net | 925.779.7500 |
| South Whittier School District | 1 | Reanna Mendoza Director, Assessment, Accountability & Parent Engagement | rmmendoza@swhittier.net | 562.944.6231 |
| Temecula Valley Unified School District | 3 | Jess Caponigro Director Student Welfare & Success | jcaponigro@tvusd.us | 951.506.7968 |
| Compton Unified School District | 3 | Jamiia Bond Senior Director of Child Welfare and Attendance | | 310.639.4321 |
| Palm Springs Unified | 3 | Danielle | dmcclainparks@psusd. | 760.883.2700 |



| | | | | |
|---|---|---|-------------------------------|--------------|
| School District | | McClain-Parks Coordinator | us | |
| Corona Norco Unified School District | 2 | Mark Pfeiffer School Psychologist | mpfeiffer@cnusd.k12.ca .us | 951.736.5111 |
| Apple Valley School District | 2 | Patrick Schlosser Assistant Superintendent | pat_schlosser@avusd.o rg | 760.247.8001 |
| Palo Alto Unified School District | 2 | Dr. Donald Austin Superintendent | daustin@pausd.org | 650.329.3700 |
| San Leandro Unified School District | 3 | Sonal Patel Chief Academic Officer | spatel@slusd.us | 510.667.6210 |
| Roseville City School District | 2 | Angela Garcia Director of Educational Services | agarcia@rcsdk8.org | 916.771.1600 |

D. Timeline: Proposed Level of Support for Implementation

| Milestone: INITIAL ONBOARDING READINESS - District & schools | | | |
|--|--------------------------------|---------------|--|
| Work Activity - Deliverable Date | Responsible Party | Hrs of Effort | |
| <u>Initial Onboarding Meeting - EHR</u> Initial onboarding meeting with designated MVWSD leadership to explain and demonstrate the service and plan for | EHR Launch and Onboarding Team | 3 hours | |



| | | |
|--|--------------------------------|----------------------|
| county-wide implementation. MVWSD has the option to request this to be an in-person or remote meeting and adjust the length as needed. Meeting to include planning for announcing and rolling out services to school districts. | MVWSD | .75 hrs |
| Milestone: TRAINING - District & schools | | |
| District & Site Leadership, and District Users | | |
| <u>Schedule Training Preparation- EHR</u> Care Solace will coordinate with the MVWSD project to schedule a training prep meeting to learn about user roles, district culture and climate around the student support system, and MTSS, claim generation, and billing services. | EHR Launch and Onboarding Team | 2 hours |
| | MVWSD | 1 hours |
| <u>Schedule Training Sessions- EHR</u> Care Solace will collaborate with MVWSD project leads to schedule or join existing meetings for district leadership, mental health staff, school counselors, and other users to explain and demonstrate the platform and plans for implementation. Two 60-minute trainings will be conducted; 1). Product overview and features, Live Demo, & CYBHI overview. 2). Claim Generation and Billing Services | EHR Launch and Onboarding Team | 3 hours |
| | MVWSD | 2 hours |
| Milestone: RESOURCES AND SUPPORT - District & schools | | |
| <u>Knowledge Base- EHR</u> Care Solace will provide users with a robust knowledge base within the EHR platform. The content within the knowledge base will be updated on a regular basis and as new features are released. Content includes articles, videos, and printable PDFs. | EHR Launch and Onboarding Team | Ongoing |
| | MVWSD | None |
| Milestone: ONGOING PROGRESS MONITORING & REPORTING - District & schools | | |
| Work Activity - Deliverable Date | Responsible Party | Hrs of Effort |



| | | |
|---|--------------------------------|-------------|
| <u>Check-in Meetings - Post Go-Live- EHR</u> Care Solace will hold a meeting with users within 2-3 weeks post go-live to support users with their utilization, answer questions, troubleshoot any implementation barriers, and hear feedback about the user experience. | EHR Launch and Onboarding Team | 1 hour |
| | MVWSD | 1 hour |
| <u>Quarterly Update Meetings - Quarterly After EHR Implementation</u> Care Solace will also offer regular meetings no less than quarterly to provide services and updates with the principal contact(s) for the school district(s). (30 minutes - 1 hour depending on group, need, size) | EHR Launch and Onboarding Team | 1.5-3 hours |
| | MVWSD | .5-1 hours |

| Milestone: ONGOING PROGRESS MONITORING & REPORTING - District & schools | | |
|---|--------------------------|----------------------|
| Work Activity - Deliverable Date | Responsible Party | Hrs of Effort |
| <u>Administrative Dashboard Review - Ongoing</u> At any time, administrators and designated users can access their dashboard to review real-time data on community mental health needs and KPIs including communications, appointments, referrals, anonymous searches, insurance, treatment types requested and community providers. | CS Team | none |
| | MVWSD | .25 hrs |
| <u>Impact Reports - Ongoing</u> Monthly reports on the impact of services. | CS Team | 49 hrs |
| | MVWSD | .25 hrs |
| <u>Specific Data Requests - Ongoing</u> Additional data as requested including; time to match, time to appointment, providers by type, satisfaction with providers, feedback from users, and from community members who utilize the Care Solace services. | CS Team | 1 hr |
| | MVWSD | .25 hr |



| | | |
|--|--------------------------|----------------|
| <u>NPS Survey Results - Ongoing</u> Care Solace regularly surveys staff and community users. Staff users receive surveys after first Warm Handoff of the year, and also quarterly. Community users receive it based on service they received from Care Companions and experience with a provider if relevant. <i>(Surveys are optional and take 2-10 minutes)</i> | CS Team | 2-4 hrs |
| | MVWSD Survey Respondents | none <.1 hr |

Proposed approach/milestones to ensure meeting the required dates.

| | |
|--|--|
| Milestones: | |
| Project Planning and Kickoff | <p>Kick off meetings are generally scheduled within 1-2 weeks (depending on MVWSD availability) after contracts are signed.</p> <p>The goal of this meeting is to determine key implementation details such as integration set up, user configuration, training schedule and rollout plan, and a go-live date. Within 48 hours of this meeting, MVWSD will receive a customized implementation plan outlining their account configuration details and clear next steps for implementation. The implementation plan also includes announcement communication templates to make it easy to let administrators and staff know about their participation in the CYBHI program and the partnership with Care Solace.</p> |
| System Configuration, Customization, and Data Migration | <p>The following milestones are generally completed within 1-2 weeks after the kick off meeting depending on how quickly MVWSD sets up their SFTP and files are shared and uploaded into the platform.</p> <p><i>SIS Integration Setup.</i> MVWSD will be provided an SFTP set up guide that outlines the steps necessary to successfully setting up an SIS integration via SFTP, data format expectations, and data requirements.</p> |



| | |
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| | <p><i>User Configuration.</i> Care Solace provides MVWSD with a simple template to configure existing and new users in a bulk upload format. Care Solace will update information for any existing users as well as add new users to the system on behalf of the district. When it comes to activating and enabling your EHR, our team is committed to flexibility and moving at a pace that is comfortable for MVWSD. The platform can be “turned on” at the district level, specific school sites only, or among certain user groups. Your MVWSD custom implementation plan will help us determine the best cadence and approach to training (i.e. activation at district, site or user-group specific level).</p> <p><i>Document upload.</i> Care Solace provides MVWSD with a step by step guide on how to upload customized documents and templates into their global document library. These documents will be available to each user within the platform. Administrators are given early access to the platform after the SIS integration is successfully completed.</p> <p><i>Guides for historical data upload.</i> Care Solace provides video guides, templates, and step-by-step instructions on how to upload historical data. Care Solace’s technical team will work with MVWSD to format any necessary historical documents into easily transferable documents into the platform. Time frame for this will be determined based on the quantity of documents MVWSD wishes to upload, as well as the format MVWSD has the existing documents placed under. With a collaborative approach to this upload process, it can take 3-5 business days.</p> |
| <p>User Training and System Validation</p> | <p>Care Solace will work with each entity to develop an individualized training plan for initial rollout, additional training for those who missed previous sessions or periodic refresher training as needed.</p> |



| | |
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| | <p>Training is generally delivered in two phases. In the first phase, our team will conduct a 60-minute virtual or in-person (on request) user training to cover important topics like core features, accessing care coordination and a high level billing/CYBHI discussion. Utilizing the information obtained during the Pre-Training Preparatory Meeting, the training will align with district protocols, procedures, language and policy regarding the logging of interventions and billing process.</p> <p>This phase is generally completed within 1-2 weeks after the SIS integration is completed and the timeline depends on the number of trainings MVWSD is requesting and how quickly the training can be scheduled on the district's end.</p> <p>In the second phase, our team will conduct a 60-minute virtual or in-person (on request) user training to cover the billing aspects of the platform including: CYBHI and billing overview, how to generate a claim, navigating procedural and diagnostic codes, collecting and updating student insurance information . verifying consents, and claim submission.</p> <p>This phase is generally completed within 3-4 weeks after the initial training is completed but the timeline depends on how much time MVWSD determines is adequate between training phases. Our dedicated team will work with MVWSD to develop and deliver on a customized training schedule depending on needs which may be shorter than 2-4 weeks.</p> |
| <p>Interface Development, Template Design, and Testing</p> | <p>Interface Development. Care Solace has the capability to accommodate dynamics that MVWSD encounters within their role and how that is captured within the EHR. Such development occurs through ongoing scheduled sessions post-launch, and feedback is transferred onto the EHR product roadmap of development. Some feedback may take a few days and some may take a few weeks, depending on the level of prioritization of the request.</p> <p>Template Design. Care Solace's EHR platform is prepared</p> |



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| | <p>to receive templated designs provided by MVWSD. The platform has the capability to capture templates so that the user can access these templates through any student profile at any time. Care Solace’s EHR team is able and willing to be a thought partner should MVWSD wish to create a template document to address a specific need within the platform. Uploading of designs can take a few minutes. Development of templates can take a few hours depending on the need.</p> <p>Testing. The testing of any adjustments, customizations, or uploads can take 1-2 weeks. Care Solace takes intentional steps to ensure all features of the updated functions are seamless and user-focused, so testing of such features goes through several internal systems.</p> |
| <p>Go-Live and System Launch (Small pilot team to start off)</p> | <p>The go-live date will be determined by MVWSD and is based on the training schedule. Users are enabled on the next business day after the training is conducted. Each user will be notified by email that the system has launched and they will be promoted to log into the system. After the initial login, we will send a series of onboarding emails that outlines key functionality within the system.</p> <p>Generally, districts are launched with the EHR within 3-5 weeks after the initial kick off meeting.</p> |
| <p>Summary of timeline:</p> | <ul style="list-style-type: none"> ● Planning and Kick-off (1-2 weeks) ● System Configuration, Customization, and Data Migration (1-2 weeks) ● Interface Development, Template Design, and Testing (1-2 weeks) ● User Training and System Validation (1-5 weeks) ● Go-Live and System Launch (Small pilot team to start off) (1-2 weeks) <p>At most, a district will implement the entirety of Care Solace’s EHR (EHR & Billing) within 10 weeks of initiating the request</p> |



to launch the platform. Many variables such as technological readiness, operational readiness, CYBHI-required documentation, and the district's request to scaffold the training and information can impact this timeline to make it shorter or longer. Districts who choose to launch training by a subgroup of staff members (i.e. first school therapists, then school counselors, then school nurses, etc.) can experience the launch with overlapping timelines.



E. Cost Proposal

Care Solace is providing the following pricing option for consideration.

Performance-based pricing with discounted cost for Care Coordination

| | |
|---|-------------------------|
| Care Coordination/consent & insurance support/ foundational readiness infrastructure | \$1.50/student/year |
| All-in-One EHR | 7% approved claim value |



APPENDIX A**CONTRACTOR BACKGROUND INFORMATION****All RFPs must contain this information.**

Name of Vendor: Care Solace, Inc.
Headquarters Street Address: 120 Birmingham Dr., Suite 200
City: San Diego **State:** CA **Zip Code:** 92007
Telephone Number: (760) 783-5055 x 210 **E-mail Address:** chad.castruita@caresolace.org
Website Address: <https://www.caresolace.org/>

Name of Contact Person for this proposal: Chad Castruita
Office Location Address: same
City: _____ **State:** _____ **Zip Code:** _____
Telephone Number: (818) 437-5609 **E-mail Address:** chad.castruita@caresolace.org

1. How many years has the company been in business?
2. Is the company private or publicly traded?
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;
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;
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;
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;
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;

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.

This section intentionally left blank. Continued on the next page.

1. How many years has the company been in business?

- 10 years since forming
- 8 years since first contract

2. Is the company private or publicly traded?

- Private

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;

- Full name - Care Solace, Inc.
- State - Delaware
- Date formed - 2015
- Entity # in CA - 52588972
- Federal TIN - 47-4430091

4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or nonpublic, that may impact the Contractor's ability to provide services in connection with the any or all phases of the Project;

Care Solace is structured with a CEO lead and direct reports: CFO, CGO, CSO, CTO. The Chief Growth Officer leads strategies for the K12 vertical. The EHR billing team has a full complement of resources dedicated to strategies and products. The only planned changes are increases in EHR FTEs.

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;

School Districts: Berryessa Union, Cambria, Campbell Union, Cupertino Union, Evergreen, Los Gatos, Los Gatos-Saratoga, Milpitas, Moreland, Fremont Union, Mountain View, Oak Grove, Palo Alto, San Jose Conservation Corps, St Francis HS, Union, University Prep Academy

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;

None

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;

None

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.

None

APPENDIX C
NON-COLLUSION AFFIDAVIT

(To Be Executed by Vendor and Submitted With RFP)

I, Anita Ward, declare as follows:

That I am the Chief Growth Officer of Care Solace, 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 17th day of April, 2025, at

San Diego, CA
City State

Anita Ward

Authority: Public Contract Code 7106 CCP 2015.5

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ER6WF-YRZHI-35Z8P-AU2NV

DOCUMENT COMPLETED BY ALL PARTIES ON
17 APR 2025 16:40:05 UTC

SIGNER

ANITA WARD

EMAIL
ANITA.WARD@CARESOLACE.ORG

TIMESTAMP

SENT
17 APR 2025 16:09:31 UTC

VIEWED
17 APR 2025 16:39:50 UTC

SIGNED
17 APR 2025 16:40:05 UTC

SIGNATURE



IP ADDRESS
68.6.214.20

LOCATION
SAN DIEGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
17 APR 2025 16:39:50 UTC



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”), dated and effective as of July 1, 2025 (“**Effective Date**”), is by and between Mountain View Whisman School District, a California school district (hereinafter “**School District**” or “**Covered Entity**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**” or “**Business Associate**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, the Parties have entered into a business relationship whereby Business Associate has been engaged to provide certain services to Covered Entity pursuant to a separate agreement (the “**Services Agreement**”), and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; the California Medical Information Act (“**CMIA**”) to the extent the CMIA is not preempted by HIPAA or HITECH; and other applicable data privacy and security laws and regulations (collectively the “**Privacy and Security Regulations**”);

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in the Privacy and Security Regulations shall have the same meaning as set forth in those laws. A change to the Privacy and Security Regulations which modifies any HIPAA-defined term or which updates the citation for the definition shall be deemed incorporated into this Agreement.

1.1 “**Breach**” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “breach” does not include the exceptions described in 45 C.F.R. § 164.402(1).

1.2 “**Business Associate**” has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.3 “**Covered Entity**” has the meaning given to such term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.4 “**Data Aggregation**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.501.

1.5 “**Designated Record Set**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. §164.501.

1.6 “**HITECH**” means the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

1.7 “**Individual**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R § 160.103.

1.8 “**Protected Health Information**” and/or “**PHI**” has the meaning given to the term under HIPAA, including but not limited to, 45 C.F.R. § 164.103, and includes, without limitation, any PHI provided by Covered Entity to Business Associate as well as PHI created or received by Business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in this Agreement related to the use of PHI shall apply equally to electronic PHI (“**EPHI**”).

1.9 “**Required By Law**” has the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. § 164.103.

1.10 “**Secretary**” means the Secretary of the United States Department of Health and Human Services, or designee.

1.11 “**Services Agreement**” means the underlying agreement(s) that outline the terms of the services that Business Associate provides to Covered Entity.

1.12 “**Subcontractor**” has the meaning given to the term under HIPAA, including, but not limited to 45 C.F.R. § 164.103.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Request, Use, and Disclosure of PHI. Business Associate agrees that it will use and disclose PHI only in accordance with the terms of this Agreement or as is Required By Law. Business Associate acknowledges that it may use and disclose PHI obtained or created pursuant to the Services Agreement only if the use or disclosure is in compliance with each applicable requirement of HIPAA.

2.2 Permitted Requests, Uses, and Disclosures. Business Associate will not use or disclose PHI except for the purpose of performing Business Associate’s obligations to Covered Entity as described in the Services Agreement, consistent with the requirements of HIPAA and this Agreement, and for other uses and disclosures permitted under this Agreement. Business Associate will not request, use, or disclose PHI in any manner that constitutes a violation of HIPAA. To the extent that Business Associate is carrying out any of Covered Entity’s obligations under HIPAA, Business Associate will comply with all requirements of HIPAA that apply to a covered entity.

In accordance with 45 C.F.R. § 164.504(e)(4), Business Associate may request, use, or disclose PHI:

(a) as is necessary for the proper management and administration of Business Associate, or

(b) to carry out the legal responsibilities of Business Associate.

2.3 Business Associate may disclose PHI for these purposes, in accordance with the provisions of 45 C.F.R. § 164.504(e)(4)(ii), only if either:

(i) the disclosure is Required By Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom Business Associate discloses the PHI that the PHI will be kept confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Minimum Necessary Requirements. Business Associate will request, use, and disclose only the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary’s guidance regarding interpretation of the term “minimum necessary.”

2.4 Administrative, Physical, and Technical Safeguards. Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI other than as provided by this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI. Business Associate acknowledges that HIPAA provisions regarding administrative safeguards, physical safeguards, technical safeguards, and policies and procedures and documentation requirements at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner as to Covered Entity and Covered Entity. Business Associate will comply fully with these provisions of HIPAA.

2.5 Unusable, Unreadable, or Indecipherable PHI. Business Associate will, to the extent feasible, adopt a technology or methodology specified by the Secretary pursuant to 42 U.S.C. § 17932(h) that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

2.6 Agents and Subcontractors. Prior to making any permitted disclosures, Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to be bound by the same Privacy and Security Regulations that apply to Business Associate under this Agreement, including, but not limited to, those conditions relating to termination of the contract for improper disclosure. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such obligations.

2.7 Reporting of Illegal, Unauthorized, or Improper Uses or Disclosures. Business Associate will report to Covered Entity any Breach by Business Associate or its agents or subcontractors within thirty (30) calendar days of obtaining knowledge of the Breach. The initial notification, to the extent feasible, will include the identification of each individual whose PHI has been or is reasonably believed to have been accessed, acquired, disclosed, or used during the Breach. As requested, Business Associate will provide Covered Entity with additional information in its possession to enable Covered Entity to comply with its Breach notification obligations. Business Associate will implement a reasonable system for discovery of Breaches.

2.8 Mitigation of Harmful Effect. Business Associate will take commercially reasonable actions to mitigate any harmful effect of a Breach and adopt additional or improve existing safeguards to prevent recurrence.

2.9 Access to PHI. Business Associate will make PHI contained in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to Covered Entity for inspection and copying to enable a Covered Entity to fulfill its obligations under HIPAA. Business Associate will make PHI available for those purposes within ten (10) business days of receipt of a request from Covered Entity.

2.10 Amendments to PHI. Within ten (10) business days of receipt of a request from Covered Entity for an amendment of PHI or an Individual's record contained in a Designated Record Set, Business Associate or its agents or subcontractors, if any, shall make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate will notify Covered Entity in writing within ten (10) business days of the request. Any approval or denial of an amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. Upon the approval of Covered Entity, Business Associate shall appropriately amend the PHI maintained by it or its agents or subcontractors.

2.11 Accountings of Disclosures of PHI.

a. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures as necessary to fulfill Covered Entity's obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. Notwithstanding Section 4.3 below, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.11 for a period of seven (7) years after termination of the Agreement.

b. Within ten (10) business days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and any agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, including, but not limited to, 45 C.F.R. § 164.528. If a request for an accounting is made directly to Business Associate or its agents or subcontractors, Business Associate will notify Covered Entity of the request within ten (10) business days of having received the request. Business Associate will make available to Covered Entity the information required to provide the requested accounting of disclosures. Business Associate will not make any accounting of disclosures directly to an Individual, unless required to do so by law.

2.12 Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity and Business Associate's compliance with HIPAA. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrent with providing the requested PHI to the Secretary. Upon request by Covered Entity, Business Associate will provide Covered Entity with a copy of the requested PHI.

3. COVERED ENTITY OBLIGATIONS

3.1 Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which Covered Entity is aware in Covered Entity's required notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.2 Notification of Restrictions on PHI Use or Disclosure. Covered Entity shall notify Business Associate of any restriction of which Covered Entity is aware regarding the use or disclosure of PHI that Covered Entity has agreed to or must comply with to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.3 Notification of Changes or Revocations of Permission. Covered Entity shall provide Business Associate with notice of any grant of, change to, or revocation of permission by Individual to use or disclose PHI within a reasonable period of time after Covered Entity becomes aware of such occurrence to the extent that such event may affect Business Associate's permitted uses or disclosures of PHI.

4. TERMINATION

4.1 Term and Survival. The term of this Agreement shall be effective as of the Effective Date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure, access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

4.2 Termination for Breach.

a. Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate, or any of Business Associate's agents or subcontractors, has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Business Associate's obligations under this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the material breach and terminate this Agreement if Business Associate has not cured the breach within thirty (30) calendar days of receiving written notice from Covered Entity.

b. Business Associate may immediately terminate this Agreement if Business Associate determines that Covered Entity has breached a material term of this Agreement, including by engaging in a pattern of activity or practice that constitutes material breach of this Agreement or by violating Covered Entity's obligations under this Agreement. Alternatively, Business Associate may choose to provide Covered Entity with written notice of the material breach. At its discretion, Business Associate may terminate this Agreement if Covered Entity has not cured the breach within thirty (30) calendar days of receiving written notice from Business Associate.

4.3 Return or Destruction of PHI.

a. Upon termination of this Agreement for any reason, Business Associate shall return or, at Covered Entity's request, destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. If Business Associate destroys the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. This provision applies to PHI that is in the possession of agents or subcontractors of Business Associate. Business Associate will retain no copies of the PHI except as required by law.

b. If Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall explain to Covered Entity why conditions make the return or destruction of the PHI not feasible. Business Associate will retain the PHI, subject to all of the protections of this Agreement, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Business Associate maintains the PHI.

c. If Business Associate determines that it is infeasible to obtain from an agent or subcontractor any PHI in the possession of the agent or subcontractor or to destroy the PHI, Business Associate will provide Covered Entity written notification explaining why obtaining the PHI is infeasible. Business Associate will require the agent or subcontractor to extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as the agent or subcontractor maintains the PHI.

4.4 Termination of Services Agreement. If this Agreement is terminated for any reason, Covered Entity also may terminate the Services Agreement between the Parties. This provision shall supersede any termination provision to the contrary which may be set forth in the Services Agreement.

5. MISCELLANEOUS

5.1 References to HIPAA. A reference in this Agreement to a Section in HIPAA means the Section as in effect or as amended.

5.2 Compliance with Laws. Business Associate will comply with all applicable Privacy and Security Regulations.

5.3 Changes in Law. If any modification to this Agreement is Required By Law or any other federal or state law affecting this Agreement, or if either Party reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law or changing industry standards, the Party shall notify the other Party of such proposed modification(s) ("**Legally-Required Modifications**"). Such Legally Required Modifications shall be deemed accepted and this Agreement so amended, if the other Party does not, within thirty (30) calendar days

following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver its written rejection of such Legally-Required Modifications.

5.4 Amendment. Except as permitted by Section 5.3, this Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by the Parties to this Agreement.

5.5 Waiver. No delay or failure of either Party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default. No modification of, addition to, or waiver of any right, obligation, or default shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

5.6 Remuneration in Exchange for PHI. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has received a valid authorization from the Individual or the exchange is otherwise permitted by law. As permitted by law, Covered Entity may provide remuneration to Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of Covered Entity pursuant to an agreement.

5.7 Assignment. Business Associate may not assign this Agreement without the prior express written consent of Covered Entity.

5.8 Limitations on Benefits of this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, or their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.9 Parties as Independent Contractors. The Parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

5.10 Notices. All notices must be in writing and addressed to the relevant Party at the addresses below, or to such other address such Party specifies in accordance with this Section. All notices must be personally delivered or sent prepaid by nationally-recognized courier or certified or registered mail, return receipt requested, or such other form of communication agreed upon between the Parties. Notice is effective upon receipt.

If to School District:

Mountain View Whisman School District
750 San Pierre Way
Mountain View, CA 94043
Attention: Karin Jinbo
Director of Student Services

Email: kjinbo@mvwsd.org

If to Care Solace:

Care Solace, Inc.

120 Birmingham Drive, Suite 200

Cardiff, California 92007

Attention: Chad Castruita

Email: chad.castruita@caresolace.org

5.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.12 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and shall supersede any other oral or written agreements, discussions, and understandings of every kind and nature, including any provision in any Services Agreement.

5.13 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Services Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Services Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Regulations and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Regulations, and applicable state laws

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument. Signature execution by facsimile or other electronic means will be considered binding.

5.15 Governing Law. This Agreement shall be governed by the laws of the State of California without respect to its conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Anita Ward

Signature: _____

Date: 05-13-2025

Mountain View Whisman School District ("School District")

Printed Full Name: _____

Title: _____

Signature: _____

Date: _____

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

Local Education Agency (LEA)

Mountain View Whisman School
District

Contract Year

2025-2026

Nonpublic School

Children's Health Council --
Esther B. Clark School

Type of Contract:



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

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

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

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES**

2025-2026

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1 day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Children's Health Council – Esther B. Clark School, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

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

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

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

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

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

4. COMPLIANCE WITH LAWS

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

5. DEFINITIONS AND ACRONYMS

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

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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

7. GOVERNING LAW

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

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to *(insert district person's name and address)* Frank Selvaggio - Special Education Director, 1400 Montecito Ave Mountain View CA 94043. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* Tara Keith, Director of EBC Schools 650 Clark Way, Palo Alto, 94304. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

10. SUBCONTRACTS AND ASSIGNMENT

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

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

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

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

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

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

15. INSURANCE

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. CHANGE OF RESIDENCE

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

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

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

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

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

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

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

19. FACILITIES MODIFICATION

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

20. RENEWAL

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

21. ENTIRE AGREEMENT

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

22. SEVERABILITY CLAUSE

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

23. AUTHORIZED REPRESENTATIVE

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

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

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

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

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

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

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC Section 49066*. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC Section 49066.5*, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

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

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

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

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

29. REASONABLE VISITATION/ PARENT ACCESS

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

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

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

30. WITHDRAWAL BY PARENT

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

31. MEDICATIONS

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

32. ACCIDENT/INCIDENT REPORT

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

33. STUDENT RECORDS

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

34. ACCESS TO RECORDS

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

35. PROGRESS REPORTS

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

36. FORWARDING OF RECORDS

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

37. IEP/IFSP MEETINGS

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

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

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

38. STATEWIDE MANDATED ASSESSMENT

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

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

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

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

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

40. CLASS SIZE-NONPUBLIC SCHOOL

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

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

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

42. DUE PROCESS AND COMPLAINTS

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

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

43. STATE MEAL MANDATE

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

44. HEALTH AND SAFETY

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

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

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

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

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

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

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC [1414-1482](#) and 34 CFR [300.1-300.756](#). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

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

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

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

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

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

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

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

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

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

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

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

54. REPORTING OF MISSING CHILDREN

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

55. SEXUAL HARRASSMENT

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

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

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

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

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

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

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

58. STUDENT ABSENCES: AGENCY ONLY

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

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

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

Contractor is Open and LEA is Open or Closed

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

Contractor Closure

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

Both LEA and Contractor are Closed

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

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

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

62. INSTRUCTIONAL DAY

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

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

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

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

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

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

65. RATE SCHEDULE

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

A. Nonpublic School only

| | Rate | Period (specify) |
|--------------------------------|-----------------|--------------------------------------|
| Basic Education Program | \$ 358.00 daily | \$179.00 per half day (IEP approved) |

B. Designated Instruction and Service and/or Other Related Services

| | | | |
|---|-----------------------------|-----|-------|
| (1) Behavior Intervention (BII) | \$254.00 | per | hour |
| (2) Behavior Intervention (BIS) | \$208.00 | per | hour |
| (3) Intensive Special Education 1:1 | \$208.00 | per | hour |
| (4) Language/Speech Therapy | \$208.00 | per | hour |
| (5) Mental Health | | per | |
| a) Counseling/Group | \$150.00 | per | hour |
| b) Counseling/Individual | \$248.00 | per | hour |
| c) Counseling and Guidance | \$150.00 | per | hour |
| (6) Occupational Therapy | \$208.00 | per | hour |
| (7) One-on-One Aide | \$66.00 | per | hour |
| (8) Parent Counseling | \$248.00 | per | hour |
| (9) Translation Services | \$64.00 | per | hour |
| (10) Assistive Technology | \$208.00 | per | hour |
| (11) Tri-IEP Assessments (OT, SLP, Academic) | \$208 | per | hour |
| (12) Crisis Intervention (5150 Assessment) | \$365.00 | per | hour |
| (13) Transportation (if required) | \$165. (within 30 miles) | per | daily |
| (14) Other: Transportation | Negotiated (outside 30 mi.) | per | daily |
| Other: Meals - Breakfast & Lunch | \$17.00 | per | daily |
| Other: | | per | |

66. PAYMENT DEMAND

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

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

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

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

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

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding

payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

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

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

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

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

69. INSPECTION AND AUDIT

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

70. PAYMENT FROM OUTSIDE AGENCIES

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

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

CONTRACTOR

LOCAL EDUCATION AGENCY (LEA)

Children’s Health Council - Esther B. Clark School

Mountain View Whisman School District

Name of Nonpublic, Nonsectarian School/Agency

Authorized Representative/School District

DocuSigned by
Scott Hanson

Contracting Officer’s Signature

Signature

Scott Hanson, Director of Operations

Cathy Baur, Associate Superintendent

(Type) Name and Title

(Type) Name and Title

5/8/2025

Date

Date

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

Vendor Name: Children's Health Council- Esther B Clark

***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.

SELPA Master
 Contract is being
 used in lieu of PSA

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 Office}

- 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.

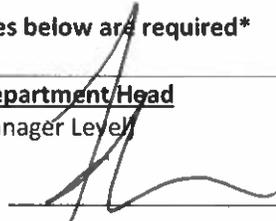
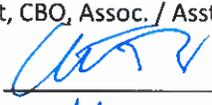
Contract for Energy Services That Will Generate Cost Savings

- 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: <u></u> | Signature: <u></u> |
| Date: <u>May 29</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education CHC - Esther B. Clark NPS

Checklist not required for school sites

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

Vendor Name: City of MV (Crossing Guard)

***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.

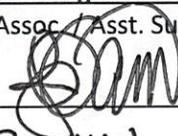
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>June 2</u> , 20 <u>25</u> | Date: <u>03 JUN</u> , 20 <u>25</u> |
| Print Name: <u>Rebecca Westover</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Chief Business Officer</u> | Print Title: <u>Superintendent</u> |

For Department: District

Checklist not required for school sites

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MOUNTAIN VIEW
AND MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is dated for identification this 31st day of January 2023, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a public school district, whose address is 1400 Montecito Avenue, Mountain View, California, 94043 (hereinafter "DISTRICT"), related to crossing guard services. CITY and DISTRICT may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, CITY and DISTRICT, recognizing the need for crossing guard services at various locations within the City of Mountain View, have previously agreed to implement a Crossing Guard Program for such services to be provided ("Crossing Guard Services"); and

B. WHEREAS, currently, funding for Crossing Guard Services in the City of Mountain View is funded entirely by CITY's Police Department's Operating Budget, and such funding currently allows deployment of nine (9) crossing guards serving elementary schools at various locations throughout the City of Mountain View; and

C. WHEREAS, CITY contracts with a qualified and competent contractor to provide the Crossing Guard Services; and

D. WHEREAS, CITY, on August 9, 2022, provided to DISTRICT a memorandum containing a crossing guard analysis for the 2022-23 school year, and said memorandum confirmed and identified the need for at least an additional five (5) crossing guards at additional locations throughout the City of Mountain View and specified the top five (5) locations for those crossing guards; and

E. WHEREAS, CITY and DISTRICT desire to augment Crossing Guard Services to include additional crossing guards; and

F. WHEREAS, CITY and DISTRICT have each committed to pay one-half (1/2) of the cost for additional crossing guards in Fiscal Year 2022-23; and

G. WHEREAS, CITY has already retained the services of the five (5) additional crossing guards, with reliance on DISTRICT to pay one-half (1/2) of the cost for the 2022-23 school year; and

H. WHEREAS, after Fiscal Year 2022-23, CITY and DISTRICT commit to funding the Crossing Guard Services as set forth in this MOU; and

I. WHEREAS, CITY and DISTRICT now desire to set forth the responsibilities of the Parties in this MOU as they relate to the Crossing Guard Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, CITY and DISTRICT do hereby agree as follows:

1. **Term.** This MOU shall be effective on August 10, 2022 (“Commencement Date”) and shall remain in effect until June 30, 2026. Either Party may terminate this MOU with sixty (60) days’ advance written notice.

2. **Purpose of MOU.** The purpose of this MOU is to set forth the responsibilities of CITY and DISTRICT as they relate to the funding of Crossing Guard Services.

3. **DISTRICT’s Obligations.**

a. DISTRICT shall provide CITY with the payment of one-half (1/2) of the cost of six (6) additional crossing guards, which shall not exceed Fifty Thousand Dollars (\$50,000), within thirty (30) days of receiving an invoice detailing the costs for the additional six (6) crossing guards for the 2022-23 school year from CITY.

DISTRICT and CITY agree that the costs reflect the costs as provided by CITY’s third-party contractor to CITY, and CITY shall provide DISTRICT, upon request, with supporting information from CITY’s third-party contractor to support DISTRICT’s share of the six (6) additional crossing guards.

b. For Fiscal Year 2023-24, DISTRICT shall provide CITY with payment of Fifty Thousand Dollars (\$50,000) for Crossing Guard Services, payable to CITY within thirty (30) days of receiving an invoice.

c. For Fiscal Year 2024-25, DISTRICT shall provide CITY with payment of Fifty Thousand Dollars (\$50,000) for Crossing Guard Services, payable to CITY within thirty (30) days of receiving an invoice.

d. For Fiscal Year 2025-26, DISTRICT shall provide CITY with payment of Fifty Thousand Dollars (\$50,000) for Crossing Guard Services, Payable to CITY within thirty (30) days of receiving an invoice.

e. DISTRICT agrees that the purpose of this MOU is solely to provide funding for Crossing Guard Services, and DISTRICT shall not be considered in any way a third-party beneficiary to the agreement between CITY and CITY's third-party contractor.

4. **CITY's Obligations.**

a. CITY shall procure and/or contract with CITY's third-party contractor to provide Crossing Guard Services within the City of Mountain View for the term of this MOU.

b. CITY shall be responsible for direct payment of invoices to CITY's third-party contractor for Crossing Guard Services.

5. **Indemnification.** DISTRICT shall defend, indemnify, and hold harmless CITY and CITY's officers, agents, and employees from any and all injury, loss, damages, claims, or actions, including attorneys' fees, arising out of the performance of the terms of this MOU.

6. **Entire Agreement.** This MOU contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this MOU. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented, or terminated, nor may any obligations under this MOU be waived, except by written agreement signed by the Parties.

7. **Severability.** Should any term or provision of the MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this MOU shall be valid and enforced as written to the fullest extent permitted by law.

8. **Notices.** All notices or payments required or permitted under this MOU shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States addressed to:

To CITY: City of Mountain View
 Mountain View Police Department
 1000 Villa Street
 Mountain View, CA 94041
 Attn: Police Chief

To DISTRICT: Mountain View Whisman School District
 1400 Montecito Avenue
 Mountain View, CA 94043
 Attn: Superintendent

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

Vendor Name: Clean Harbors Disposal Services, 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.

Payget back agreement

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

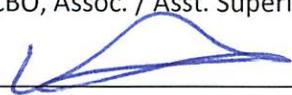
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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 Office}**
 - 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

| | |
|---|--|
| <p>Approval by Department Head (Minimum: Manager Level)</p> <p>Signature: <u></u></p> <p>Date: <u>June 3</u>, 20<u>25</u></p> <p>Print Name: <u>Dalewyn Spinks</u></p> <p>Print Title: <u>Director, MOT</u></p> | <p>Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)</p> <p>Signature: <u></u></p> <p>Date: <u>June 4</u>, 20<u>25</u></p> <p>Print Name: <u>Dr. Rebecca Westover</u></p> <p>Print Title: <u>Chief Business Officer</u></p> |
|---|--|

For Department: MOT

Checklist not required for school sites



ADOPTION AGREEMENT

This Adoption Agreement (this "**Adoption Agreement**") is entered into this ___ day of _____, 2025 ("**Effective Date**") by and between _____ ("**Customer**"), and Clean Harbors Environmental Services, Inc. ("**Company**"). (individually a "**Party**" and collectively the "**Parties**").

WHEREAS, Company and the University of California ("**UC**") are parties to Purchasing Agreement #2023.003937 dated December 1, 2023, as amended (the "**Master Agreement**") for UC Systemwide Hazardous and Medical Waste.

WHEREAS, the Master Agreement allows for participating agencies to sign supplemental agreements with the Company substantially based on the terms and conditions of the Master Agreement. The Customer and Company desire to enter into a new, separate agreement with the same terms and conditions as the UC Agreement, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Adoption. Customer and Company hereby adopt the Master Agreement. As of the Effective Date, this Adoption Agreement shall create a new, separate agreement between Customer and Company that contains the same terms and conditions as the Master Agreement, except as expressly modified herein.
2. Acknowledgements. The Parties acknowledge and agree that: (a) the Master Agreement is incorporated by reference to this Adoption Agreement, and the rights and obligations under this Adoption Agreement take order of precedence and shall survive the expiration of the Master Agreement; (c) UC is not a party to this Adoption Agreement; (d) the applicable rights, obligations and liabilities of Customer under this Adoption Agreement shall be solely those of Customer; and (e) UC shall not be responsible for any obligations or liabilities of Customer under this Adoption Agreement, and Customer shall not be responsible for any obligations or liabilities of UC under the Master Agreement. Under no circumstances shall Customer and UC be jointly or severally liable for the obligations of the other.
3. Term. The term of this Adoption Agreement will commence on the Effective Date and will remain in full force and effect until terminated in accordance with the termination provisions defined in the Master Agreement, except as expressly modified herein or hereafter.
4. Notices; Invoices. Notices under this Adoption Agreement shall be sent to the following address, which may be updated from time to time by means of a written notification delivered in accordance with the Master Agreement:



If to Customer:

If to Company:

Clean Harbors
42 Longwater Drive
Norwell, MA 02061
Attn: General Counsel, Urgent Contract Matter

5. Capitalized Terms; Conflicts. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Master Agreement. In the event of a direct or implied conflict between the terms and conditions of this Adoption Agreement and the Master Agreement, the terms and conditions of this Adoption Agreement shall control. All references to UC in the Master Agreement will be deemed to refer to Customer.

6. Agreement; Amendment. This Adoption Agreement including the incorporated Master Agreement, constitutes the entire agreement between Customer and Company. Except as otherwise stated above, this Adoption Agreement may only be amended in a writing signed by both Parties.

7. Counterparts; Electronic Signatures. Customer and Company warrant and represent that the individuals signing on behalf of each party are authorized to bind the respective parties. This Adoption Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Adoption Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Adoption Agreement and related documents are the same as original handwritten signatures for all purposes.

CUSTOMER

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signature

Signature

Print Name

Print Name

Title

Title



UNIVERSITY OF CALIFORNIA

Purchasing Agreement

As a result of Request for Proposal for UC Systemwide Hazardous and Medical Waste # 003101-Mar2023, the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and **Clean Harbors Environmental Services, Inc.** ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Cooperative Purchasing: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The term of the Agreement will be from **12/1/23** and through **12/1/28** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **12/1/23** and through **12/1/28** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five (5)** successive **one (1)** -year periods (each, a Renewal Term), by providing Supplier with at least **Number** calendar days' written notice before the end of the Initial Term or any Renewal Term.

- b) Either party may terminate the Agreement for convenience by giving at least **thirty (30)** calendar days' written notice. The supplier will continue to provide service to UC until the UC location is ready to change to another supplier. Supplier agrees to work with UC location to make service transition as smooth as possible.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **fifteen (15)** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing.

Invoicing Method



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows:

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: UC shall make all payments within thirty (30) days of receipt of invoice.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. The Supplier can also provide notice by overnight delivery or by certified mail with return receipt requested at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

| | |
|----------------|---|
| Name | Monte Ratzlaff |
| Phone | 510 987 0858 |
| Email | Monte.Ratzlaff@ucop.edu |
| Address | 1111 Franklin Street, Oakland, CA 94607 |

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

| | |
|----------------|---|
| Name | Noelle Vidal |
| Phone | 510 987 0725 |
| Email | Noelle.Vidal@ucop.edu |
| Address | 1111 Franklin Street, Oakland, CA 94607 |

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

| | |
|-------------|--------------|
| Name | Noelle Vidal |
|-------------|--------------|



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

| | |
|----------------|---|
| Phone | 510 987 0725 |
| Email | Noelle.Vidal@ucop.edu |
| Address | 1111 Franklin Street, Oakland, CA 94607 |

To UC, regarding contract issues not addressed above:

| | |
|----------------|---|
| Name | Reynaldo A. Cano-Boza Senior Category Manager |
| Phone | (510) 987-9893 |
| Email | Reynaldo.Cano-Boza@ucop.edu |
| Address | University of California, Office of the President 1111 Franklin Street, 6 th Floor Oakland, CA 94607 |

To Supplier (Hazardous Waste Matters):

| | |
|----------------|--|
| Name | Mark Mooney Regional VP of Sales – West |
| Phone | M 408-210-2223 |
| Email | Mooney.Mark@cleanharbors.com |
| Address | 1010 Commercial Street San Jose, CA 95112 |

To Supplier (Medical Waste Matters):

| | |
|----------------|--|
| Name | Brandon Beaver SVP Healthcare Services |
| Phone | M 781-264-1490 |
| Email | Beaver.Brandon@cleanhabors.com |
| Address | 42 Longwater Drive PO Box 9149 Norwell, MA 02061 |

To Supplier (General Council):

| | |
|----------------|--|
| Name | General Counsel (Urgent Contract Matter) |
| Phone | 781-782-5000 |
| Address | 42 Longwater Drive Norwell, MA 02061 |

6. Intellectual Property, Copyright and Patents



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Clean Harbors Environmental Services, Inc.

13. Service-Specific and/or Goods-Specific Provisions

None.

14. Records about Individuals



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 5/4/23 are attached hereto as Attachment C.

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated _____ is hereby amended as follows:

17. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated _____ is hereby amended as follows:

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated _____ is hereby amended as follows:

19. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. This agreement - UC Systemwide – Clean Harbors Environmental Services 2023.003937
- b. UC Systemwide Pricing
- c. UC Terms and Conditions of Purchase or Contract Addendum – Attachment C 5/4/23
- d. UC – Clean Harbors Statement of Work – Attachment A
- e. Clean Harbors Environmental Services Certificate of Insurance
- f. OMNIA National Agreement (participant/Clean Harbors MSA)
- g. OMNIA National Pricing

20. Entire Agreement



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

DocuSigned by:

Paul Williams

710DC8F0B1234A9...
(Signature)

Paul Williams
Associate Vice President &
Chief Procurement Officer

(Printed Name, Title)

12/19/2023

(Date)

Clean Harbors Environmental Services, Inc.

DocuSigned by:

Marc McReynolds

B3153BC8976741F

(Signature)

Marc McReynolds
Senior Vice President

(Printed Name, Title)

12/13/2023

(Date)

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

Vendor Name: Creative Learning Center, LLC dba Learning Academy

***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.

SELPA Master Contract is being used in lieu of PSA

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.

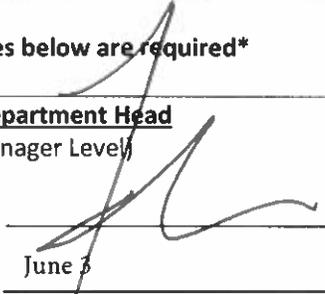
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>June 5</u> , 20 <u>25</u> | Date: <u>June 5</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education Creative Learning NPS

Checklist not required for school sites

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES**

2025-2026

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and LEARN Academy- Creative Learning Center, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

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

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

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

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

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

4. COMPLIANCE WITH LAWS

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

5. DEFINITIONS AND ACRONYMS

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

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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

7. GOVERNING LAW

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

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

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

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Heather Trujillo 815 Allerton St. Redwood City, CA 94063. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

10. SUBCONTRACTS AND ASSIGNMENT

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

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

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

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

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

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

15. INSURANCE

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. CHANGE OF RESIDENCE

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

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

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

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

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

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

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

19. FACILITIES MODIFICATION

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

20. RENEWAL

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

21. ENTIRE AGREEMENT

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

22. SEVERABILITY CLAUSE

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

23. AUTHORIZED REPRESENTATIVE

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

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

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

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

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

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

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

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

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

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

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

29. REASONABLE VISITATION/ PARENT ACCESS

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

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

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

30. WITHDRAWAL BY PARENT

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

31. MEDICATIONS

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

32. ACCIDENT/INCIDENT REPORT

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

33. STUDENT RECORDS

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

34. ACCESS TO RECORDS

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

35. PROGRESS REPORTS

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

36. FORWARDING OF RECORDS

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

37. IEP/IFSP MEETINGS

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

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

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

38. STATEWIDE MANDATED ASSESSMENT

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

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

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

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

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

40. CLASS SIZE-NONPUBLIC SCHOOL

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

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

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

42. DUE PROCESS AND COMPLAINTS

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

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

43. STATE MEAL MANDATE

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

44. HEALTH AND SAFETY

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

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

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

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

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

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

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

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

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

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

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

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

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

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

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

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

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

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

54. REPORTING OF MISSING CHILDREN

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

55. SEXUAL HARRASSMENT

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

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

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

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

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

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

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

58. STUDENT ABSENCES: AGENCY ONLY

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

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

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

Contractor is Open and LEA is Open or Closed

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

Contractor Closure

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

Both LEA and Contractor are Closed

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

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

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

62. INSTRUCTIONAL DAY

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

three (3); two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

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

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

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

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

65. RATE SCHEDULE

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

| A. Nonpublic School only | Rate | Period (specify) |
|--|-------------------------------|------------------|
| Basic Education Program | \$ 442/ day | |
| B. Designated Instruction and Service and/or Other Related Services | | |
| (1) Adapted Physical Education | \$ | per _____ |
| (2) Behavior Intervention Services | \$155 (IND) / \$186 (Consult) | per hour _____ |
| (3) Day Treatment Services | | per _____ |
| (4) Language/Speech Therapy/Group | \$97 | per hour _____ |
| (5) Language/Speech Therapy/Indiv. | \$143 (IND/ CON) | per hour _____ |
| (6) Mental Health | | per _____ |
| a) Counseling/Group | \$93 | per hour _____ |
| b) Counseling/Individual | \$138 | per hour _____ |
| c) Counseling and Guidance | | per _____ |
| (7) Occupational Therapy | \$143 (IND/ CON)/ \$97 (GRP) | per hour _____ |
| (8) One-on-One Aide | \$85 | per hour _____ |
| (9) Parent Counseling | \$138 | per hour _____ |
| (10) Physical Therapy | | per _____ |
| (11) Psychological Services | | per _____ |
| (12) Residential Treatment Services | | per _____ |
| <i>Educationally Related Mental Health Board and Care</i> | | per _____ |
| (13) Social Work Services | | per _____ |
| (14) Transportation (if required) | | per _____ |
| (15) Other: _____ | | per _____ |
| Other: _____ | | per _____ |
| Other: _____ | | per _____ |

66. PAYMENT DEMAND

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

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

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

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

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

67. RIGHT TO WITHHOLD

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

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

68. AUDIT EXCEPTIONS

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

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

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

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

69. INSPECTION AND AUDIT

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

70. PAYMENT FROM OUTSIDE AGENCIES

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

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

CONTRACTOR

LOCAL EDUCATION AGENCY (LEA)

LEARN Academy- Creative Learning Center

Name of Nonpublic, Nonsectarian School/Agency

HT

Contracting Officer's Signature

Heather Trujillo, Site Administrator

(Type) Name and Title

6/3/2025

Date

Authorized Representative/School District

Signature

Cathy Baur

(Type) Name and Title

Associate Superintendent

Date

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

Vendor Name: DELUPAN LLC dba/Kona Ice of Mt. View

***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)

No cost to District

- \$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 Office}

- 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: <u>May 29</u> , 20 <u>25</u> | Date: <u>June 2</u> , 20 <u>25</u> |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Federal, State, and Strategic Programs - Parent Engagement - No Cost to the District

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 DELUPAN LLC dba /Kona Ice of Mt. View
 ("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:

Kona Ice is invited to our district wide event on 8/16 at Graham Middle School.

The food truck will be attending the event to sell food to our staff and families invited to the event.

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: No payment

3. Contract Dates "Agreement Time"

Services Start Date: 8/16/25 Services End Date: 8/16/25

4. Submittal of Documents

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

Signed Agreement
 Insurance Certificates & Endorsements
 W-9 Form

5. Classified Service

YES NO

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

6. Notice

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

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

Contractor: DELUPAN LLC dba/Kona Ice of Mt. View
 Street 18931 Bear Creek Rd.
 City, State, Zip Los Gatos, CA 95033
 Attn: Simona Benjamin

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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 * |

* See COI

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

Contractor's Initials Here:

| |
|----|
| SB |
|----|

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.

7.1. **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

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

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

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

Approvals Required Prior to Contract Start Date

| Requesting Administrator | Contractor: |
|--|-------------------------------------|
| Mountain View Whisman School District | Contractor Name: <u>KONA ICE</u> |
| Dated: <u>May 30</u> , 20 <u>25</u> | Dated: <u>04/20/</u> , 20 <u>25</u> |
| Signature: <u>[Signature]</u> | Signature: <u>[Signature]</u> |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>SIMONA BENJAMIN</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>owner</u> |

| APPROVAL | |
|--|------------------------------------|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20__ | Dated: _____, 20__ |
| Signature: _____ | Signature: _____ |
| Print Name: <u>Cathy Baur</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Associate Superintendent</u> | Print Title: <u>Superintendent</u> |

| 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: EdFiles 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) * pending board approval on new check sheet

- ___ proposals 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 Office)

- 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.

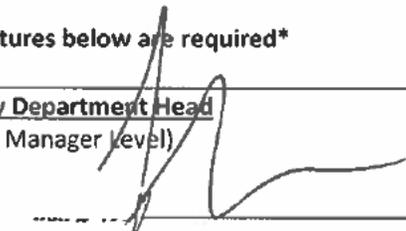
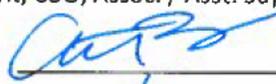
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>May 20</u> , 20 <u>25</u> | Date: <u>5/21</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education Edfile subscription renewed \$5,988

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 EdFiles 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:

subscription renewal

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 \$ 5988.00
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: 6/30/2026

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: EdFiles Inc.
1400 Montecito Ave. Street P.O. Box 2434
Mountain View, CA 94043 City, State, Zip Fullerton, CA 91837
Attn: Chief Business Officer Attn: Janet Cardines

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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#: **81-4830679**

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)

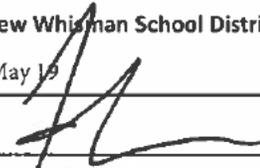
13. Dept/Site Budget Program

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

| | |
|---|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>May 19</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Frank Selvaggio</u></p> <p>Print Title: <u>Special Education Director</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>EDFILES, INC</u></p> <p>Dated: <u>MAY 19, 2025</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>JANET CARDINES</u></p> <p>Print Title: <u>OPERATIONAL MANAGER</u></p> |
|---|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

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

Exhibit A

INVOICE

EdFiles Inc.
PO Box 2434
Fullerton, CA 92837

support@edfiles.com
+1 (657) 217-3260
https://www.edfiles.com



Bill to

Accounts Payable
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Invoice details

Invoice no.: 907149-Rev.05132025
Invoice date: 07/01/2025
Due date: 07/31/2025

| # | Product or service | Description | Qty | Rate | Amount |
|----|--------------------|--|-----|------------|------------|
| 1. | EdFiles | Records Retention and Managed Software Solution Annual Subscription for Fiscal Year July 2025- June 2026 | 1 | \$5,988.00 | \$5,988.00 |

Total **\$5,988.00**

Ways to pay



[View and pay](#)



Environmental Science Collaboration Program

Memorandum of Understanding
between

Mountain View Whisman School District and Environmental Volunteers (“EV”), fiscal agent for
Mountain View Whisman Environmental Science Collaboration

THE INTENT of this Memorandum of Understanding (MOU) is to implement a science education collaboration between the **Mountain View Whisman School District** (“District”) and the **Mountain View Whisman Environmental Science Collaboration** (“MVWESC”) for the 2025-26 school year. MVWESC is a collaboration of non-profit organizations that supports science education by delivering environmental science resource classroom and field trip programs.

THE PURPOSE of the MVWESC is to support Mountain View Whisman School District teachers in the delivery of science programs that meet state and district standards and to support equity in science education throughout the District. This project will strive to deliver programs to all District elementary classrooms in grades 4 and 5.

THE GOALS of the program are as follows:

1. Provide students with robust science learning opportunities that are in-person, experiential and hands-on.
2. Inspire students to become lifelong stewards of the environment;
3. Align with either California State Content Standards or Next Generation Science Standards;
4. Provide quality programs equitably – to the extent that circumstances allow - for every child in the district;
5. Ensure that science education is reinforced from one year to the next;
6. Provide expertise and science experience to students and teachers.

MVWESC WILL:

1. Facilitate the administration of the collaboration by coordinating the participation of the nonprofit partners.
2. Coordinate an annual program registration system that leads to all participating District teachers registering for science resource programs and ensure successful delivery of those programs.
3. Coordinate with the MVEF to determine the budget for program components not identified as District Obligations.
4. Provide invoices to the District in a timely fashion for any program costs covered by this agreement.
5. Coordinate with District personnel to ensure that all eligible classroom teachers are informed about the opportunities available through the program and have the knowledge and resources to access those resources to the extent that circumstances allow.

6. Be responsible at all times for the supervision and support of the nonprofits' staff and volunteers.
7. Be responsible for all injuries, accidents, or claims related to its staff or volunteers.
8. Provide a letter from each partner which attests that all staff or volunteers delivering programs to District schools have been appropriately fingerprinted and have completed the necessary TB risk assessments.

THE DISTRICT WILL:

1. Provide a liaison who will coordinate access to participating teachers and can serve as a point of contact for the MVWESC.
2. Be responsible for logistics and coordination associated with student transportation to/from the requested field trip sites. Including but not limited to direct coordination and management of all logistics and costs associated with the transportation for the above science programs. The costs of transportation will be budgeted separately from the program budget below.
3. Provide the MVWESC a sum not to exceed \$70,000 in payment of direct science resource programs delivered to District classrooms under this agreement. This total does not include transportation costs (see above). See attached [Proposed MVWESC Budget for 2025/2026](#)
4. Payment of a one-time administrative fee of 10% of the above program budget, payable to the EV, to support the cost of managing this program.

Termination. This Memorandum of Understanding shall terminate on June 30, 2026, unless previously terminated by either party upon 30-day written notice or extended by mutual written consent.

Acknowledged and agreed to:

ENVIRONMENTAL VOLUNTEERS,
as fiscal agent for MVWESC
By:

Acknowledged and agreed to:
MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT
By:

Name: Anu Ramamurty
Title: Executive Director
Date:

Name: Cathy Baur
Title: Associate Superintendent
Date:

DEFAULT Option: Both Classroom & Field Trip Programs available for both grades, including the 5th grade Boat Trip

4th Grade Programs (best guesses) for 2025/2026

| **Assume ~27 students/class | | Program #1 - Classroom Based | | | | | Program #2 - Field Trip | | | | | Estimated Field Trip Transportation Costs | | | | *NOTE that this represents a little more than the average cost of buses from 2023/2024. Buses from MVWSD or Campbell USD will be significant | | |
|-----------------------------|-------------|--|--------------------------|---------------|----------|--------------------|-------------------------|---|-----------------|----------|--------------------|---|--------------------|--|--------------------|--|--|--------------------|
| School | # Classes** | EE Provider | Structure | Cost Details | Cost | Total Program Cost | EE Provider | Structure | Cost Details | Cost | Total Program Cost | # Classes** | # Buses | Cost/Bus* | Total Est Bus Cost | | | |
| Bubb | 2 | YSI | 90-min Classroom program | Per class fee | \$415.00 | \$830.00 | EV | 2-hr Field Trip Program (only) | Per Class fee | \$385.00 | \$770.00 | 2 | 1 | \$600 | \$600 | | | |
| Castro | 2 | YSI | 90-min Classroom program | Per class fee | \$415.00 | \$830.00 | Hidden Villa | 4.5-hr Field Trip Program | Per student fee | \$700.00 | \$1,400.00 | 2 | 1 | \$800 | \$800 | | | |
| Imai | 3 | YSI | 90-min Classroom program | Per class fee | \$385.00 | \$1,155.00 | Hidden Villa | 2-hr Field Trip Program | Per class fee | \$700.00 | \$2,100.00 | 3 | 2 | \$800 | \$1,600 | | | |
| Landels | 2 | EV | 90-min Classroom program | Per class fee | \$415.00 | \$830.00 | Hidden Villa | 4.5-hr Field Trip Program | Per student fee | \$700.00 | \$1,400.00 | 2 | 1 | \$800 | \$800 | | | |
| Mistral | 2 | EV | 90-min Classroom program | Per class fee | \$385.00 | \$770.00 | EV | 2-hr Field Trip Program | Per Class fee | \$580.00 | \$1,160.00 | 2 | 1 | \$600 | \$600 | | | |
| Monta Loma | 2 | YSI | 90-min Classroom program | Per class fee | \$415.00 | \$830.00 | EV | 2-hr Field Trip Program | Per Class fee | \$580.00 | \$1,160.00 | 2 | 1 | \$600 | \$600 | | | |
| Stevenson | 3 | EV | 90-min Classroom program | Per class fee | \$385.00 | \$1,155.00 | Hidden Villa | 4.5-hr Field Trip Program | Per student fee | \$700.00 | \$2,100.00 | 3 | 2 | \$800 | \$1,600 | | | |
| Theuerkauf | 2 | EV | 90-min Classroom program | Per class fee | \$385.00 | \$770.00 | Hidden Villa | 2-hr Field Trip Program | Per Class fee | \$700.00 | \$1,400.00 | 2 | 1 | \$800 | \$800 | | | |
| Vargas | 2 | YSI | 90-min Classroom program | Per class fee | \$400.00 | \$800.00 | Hidden Villa | 2-hr Field Trip Program | Per Class fee | \$700.00 | \$1,400.00 | 2 | 1 | \$800 | \$800 | | | |
| TOTALS | | TOTAL Program #1 Costs | | | | | \$7,970.00 | TOTAL Program #1 Costs | | | | | \$12,890.00 | 20 | 11 | \$8,200 | | |
| | | *Hidden Villa programs may be swapped with YSI field trip programs | | | | | | TOTAL Proposed 4th Grade Programs: | | | | | \$20,880.00 | Total Proposed 4th Grade Program Costs w/Transportation | | | | \$29,060.00 |

5th Grade Programs (best guesses) for 2024/2025 - Includes Discovery Voyage

| **Assuming ~27 students/class | | Program #1 - Classroom | | | | | Program #2 - Field Trip | | | | | Estimated Field Trip Transportation Costs | | | | Bus Quotes | Pescadero State Beach | |
|-------------------------------|-------------|-------------------------------|--------------------------|---------------|----------|--------------------|-------------------------|---|---------------|-------------------|--------------------|---|--------------------|--|--------------------|---|-----------------------|--------------------|
| School | # Classes** | EE Provider | Structure | Cost Details | Cost | Total Program Cost | EE Provider | Structure | Cost Details | Cost | Total Program Cost | # Classes** | # Buses | Cost/Bus | Total Est Bus Cost | Company | for 56 students | |
| Bubb | 3 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$375.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$5,600.00 | 3 | 1 | \$1,100 | \$1,100 | Royal Coach | \$2,200 | |
| Castro | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | First Charter | \$2,200 | |
| Imai | 3 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$375.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$5,600.00 | 3 | 2 | \$1,100 | \$2,200 | SJ Charter | 1,315.00 | |
| Landels | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | CharterUp/Umbr | 1450 | |
| Mistral | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | Campell USD | | |
| Monta Loma | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | Durham School Services/National Express Charter | | |
| Stevenson | 3 | EV | 90-min Classroom program | Per class fee | \$385.00 | \$1,155.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$5,600.00 | 3 | 2 | \$1,100 | \$2,200 | | | |
| Theuerkauf | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | AVE Estimate | \$1,791 | |
| Vargas | 2 | SCVAS | 60-min Classroom program | Per class fee | \$125.00 | \$250.00 | MSI | 4-hr Field Trip Program | Per class fee | \$1800-2000/class | \$3,600.00 | 2 | 1 | \$1,100 | \$1,100 | | | |
| TOTALS | | TOTAL Program #1 Costs | | | | | \$3,405.00 | TOTAL Program #1 Costs | | | | | \$38,400.00 | 21 | 11 | \$12,100 | | |
| | | | | | | | | TOTAL Proposed 5th Grade Programs: | | | | | \$41,805.00 | Total Proposed 5th Grade Program Costs w/Transportation | | | | \$53,905.00 |

| | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--------------------|
| | | | | | | | | | | | | | | | Admin Fees for 2024/2025 | | \$6,266.50 |
| | | | | | | | | | | | | | | | Anticipated Transportation Costs (based on \$20000 from 23/24) | | \$20,300.00 |
| | | | | | | | | | | | | | | | TOTAL Proposed 4th and 5th Grade Programs | | \$68,931.50 |
| | | | | | | | | | | | | | | | TOTAL Proposed w/Transportation | | \$89,231.50 |

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

Vendor Name: Environmental Volunteers - 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 - approved vendor list will be using MOU in lieu of 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 Office}

- 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.

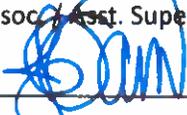
Contract for Energy Services That Will Generate Cost Savings

- 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

| | |
|--|---|
| <p>Approval by Department Head (Minimum: Manager Level)</p> <p>Signature: <u></u></p> <p>Date: <u> May 28 </u>, 20<u>25</u></p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Associate Superintendent</u></p> | <p>Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. Asst. Superintendent)</p> <p>Signature: <u></u></p> <p>Date: <u> 29 May </u>, 20<u>25</u></p> <p>Print Name: <u>Jeffrey Baier</u></p> <p>Print Title: <u>Superintendent</u></p> |
|--|---|

For Department: Educational Services Environmental Volunteers \$70,000

Checklist not required for school sites

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

Vendor Name: n2y, LLC dba Everway

***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}

- 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.
 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.

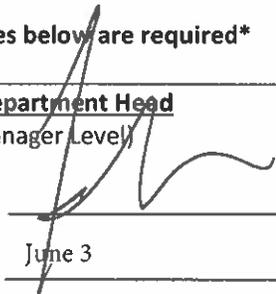
Contract for Energy Services That Will Generate Cost Savings

- 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: June 3, 20 25 | Date: June 5, 20 25 |
| Print Name: Frank Selvaggio | Print Name: Cathy Baur |
| Print Title: Special Education Director | Print Title: Associate Superintendent |

For Department: Special Education 124 \$10,892

Checklist not required for school sites

Read/Write Licenses

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 n2y, LLC dba Everway
("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:
Software Read&Write is a literacy support tool to help students with reading, writing, comprehension, and independent learning. With features like Text-to-speech, vocabulary tools and study aids

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 \$ 10892.98
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 29, 2025 Services End Date: July 28, 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
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: n2y, LLC dba Everway
Street: 2401 Sawmill Parkway #10-11
City, State, Zip: Huron, OH 44839
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 not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. **Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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: EO

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

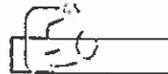
1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute 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#: **26-2606260**

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

| | |
|--|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>June 4</u>, 20<u>25</u></p> <p>Signature: _____</p> <p>Print Name: <u>Frank Selvaggio</u></p> <p>Print Title: <u>Special Education Director</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>n2y, LLC dba Everway</u></p> <p>Dated: <u>27 May 2025</u></p> <p style="text-align: center;"><small>Decommissioned by</small></p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Erinn O'Sullivan</u></p> <p>Print Title: <u>CFO</u></p> |
|--|---|

| APPROVAL | |
|--|------------------------------------|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20 <u>25</u> | Dated: _____, 20 <u>25</u> |
| Signature: _____ | Signature: _____ |
| Print Name: <u>Cathy Baur</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Associate Superintendent</u> | Print Title: <u>Superintendent</u> |

| Board of Trustees Action (District Office Use Only) | | |
|---|---------------|---|
| Board of Trustees Meeting Date: | For Contract: | <input type="checkbox"/> Review <input type="checkbox"/> Ratification |

Exhibit A

Quote

#Q-188162

Quote must be attached to Purchase Order

April 14, 2025

Valid Until July 28, 2025

COMMENCEMENT DATE:7/29/2025



N2Y LLC

2401 Sawmill Pkwy Suite 10-11,

Huron, OH 44839,

Un ted States

Bill To

Mountain View-Whisman School District

Accounts Payable

1400 Montecito Avenue,

Mountain View, California 94043

ATTN: NA

Ship To

Mountain View-Whisman School District

1400 Montecito Avenue,

Mountain View, California 94043

ATTN: Frank Selvaggio

PO's or Payment Questions

nafinance@everway.com

Fed Tax ID: 26-2606260

Everway Contact:

Jennifer Mercier

j.mercier@texthelp.com

| QTY | Item | Type | License Description | Sub Start Date | Sub End Date | Unit Price | Extended Price |
|--------------------|------|-----------|---------------------|----------------|--------------|---------------|----------------------|
| 5,082 | R&W | Unlimited | Read&Write | 7/29/2025 | 7/28/2026 | USD 10,892.96 | USD 10,892.96 |
| Total Unit: | | | | | | | USD 10,892.96 |
| VAT: | | | | | | | USD 0.00 |
| Total: | | | | | | | USD 10,892.96 |

NOTE: Credits, discount, adjustments, notes

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

Vendor Name: Fagen Friedman & Fulfrost LLP

***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:
 - 2 proposals 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

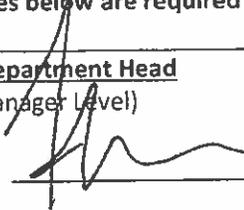
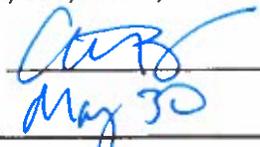
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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 Office}**
 - 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: <u></u> | Signature: <u></u> |
| Date: <u>May 29</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education **F = Attorney Contract \$100,000**

Checklist not required for school sites

May 29, 2025

Explanation:

We are contracting with Fagen Friedman & Fulfrost to continue receiving specialized legal support for the Special Education Department. Fagen Friedman & Fulfrost has been a reliable and consistent partner, providing expert guidance on legal matters related to special education compliance, procedures, and policy implementation.



Frank Selvaaggio

Special Education Director



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Mountain View Whisman School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2025:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

| | |
|--------------------------------------|-----------|
| In office Photocopying | No Charge |
| Facsimile Charges | No Charge |
| Postage | No Charge |
| On-line Legal Research Subscriptions | No Charge |
| Administrative Overhead | No Charge |

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Mountain View Whisman School District

Fagen Friedman & Fulfroost LLP

Namita S. Brown

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: May 20, 2025



PROFESSIONAL RATE SCHEDULE

Mountain View Whisman School District
July 1, 2025

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

| | |
|------------------------------------|------------------------|
| Associate | \$280 - \$310 per hour |
| Partner | \$345 - \$380 per hour |
| Senior Partner* | \$405 per hour |
| Senior Counsel/Of-Counsel | \$360 - \$380 per hour |
| Paralegal | \$195 - \$280 per hour |
| Law Clerk | \$280 per hour |
| Next Level Client Services | \$180 per hour |
| Education Consultant | \$285 per hour |
| Communications Services Consultant | \$305 per hour |
| Communications Services Associate | \$100 per hour |
| Technology Discovery Associate | \$50 per hour |

**Equity Partner or Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. **COSTS AND EXPENSES**

| | |
|--------------------------------------|-------------------|
| In office Photocopying | No Charge |
| Facsimile Charges | No Charge |
| Postage | No Charge |
| On-line Legal Research Subscriptions | No Charge |
| Administrative Overhead | No Charge |
| Mileage | IRS Standard Rate |

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Golden Ice Cream

***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)

No cost to the district

- \$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 Office)

- 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.

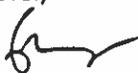
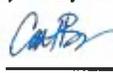
Contract for Energy Services That Will Generate Cost Savings

- 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

| <u>Approval by Department Head</u> (Minimum: Manager Level) | <u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|--|--|
| Signature:  | Signature:  |
| Date: <u>May 29</u> , 20 <u>25</u> | Date: <u>June 2</u> , 2025 |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Federal, State, and Strategic Programs - Parent Engagement - No Cost to the District

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 Golden Ice Cream
 ("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:

Golden Ice Cream truck is invited to our district wide event on 8/16 at Graham Middle School.

The food truck will be attending the event to sell food to our staff and families invited to the event.

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: No cost to the District

3. Contract Dates "Agreement Time"

Services Start Date: 8/16/25

Services End Date: 8/16/25

4. Submittal of Documents

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

Signed Agreement

Insurance Certificates & Endorsements

W-9 Form

5. Classified Service

YES

NO

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

6. Notice

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

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

Contractor:
Street
City, State, Zip
Attn:

Golden ice cream
Po. Box 2484
Redwood city, CA 94064
Jim Alkhatib

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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 |

* See COI

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.

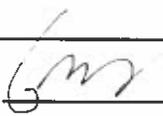
(This portion to be filled out by District Representative)

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 Dated: _____ May 30 _____, 2020 Signature:  _____ Print Name: <u>Geoff Chang</u> Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Contractor Name: _____ Dated: _____, 20____ Signature: _____ Print Name: <u>Khairaldin Alkhatib (jim)</u> Print Title: <u>Owner</u> |

| APPROVAL | |
|---|---|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20____ Signature: _____ Print Name: <u>Cathy Baur</u> Print Title: <u>Associate Superintendent</u> | Dated: _____, 20____ Signature: _____ Print Name: <u>Jeffrey Baier</u> Print Title: <u>Superintedent</u> |

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

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

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

1. Services Check one of the options below

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

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

See attached quote.

The district uses Literably reading assessments to measure reading progress and as a proficiency measure for Learner reclassification.

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 \$ 14919.95
Option 2 - Maximum number of hours at an hourly rate of \$ Total not to exceed \$
Option 3 - Other, please explain:

3. Contract Dates "Agreement Time"

Services Start Date: August 1, 2025 Services End Date: July 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 Requested
W-9 Form

5. Classified Service

- YES NO

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

6. Notice

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

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

Contractor: Heggerty
Street: 805 Lake Street #293
City, State, Zip: Oak Park, IL 60301
Attn: Mary Kate Lyons

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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: MCL

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 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#: 46-1838070

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

| | |
|--|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>5/29</u>, 20 <u>25</u></p> <p>Signature: <u><i>Cyndee Nguyen</i></u></p> <p>Print Name: <u>Cyndee Nguyen</u></p> <p>Print Title: <u>Director Curriculum, Instruction, Assessment</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Literably, Inc</u></p> <p>Dated: <u>May 29</u>, 20 <u>25</u></p> <p>Signature: <u><i>Mary Caitlin Lyons</i></u></p> <p>Print Name: <u>Mary Caitlin Lyons</u></p> <p>Print Title: <u>Senior Customer Success Manager</u></p> |
|--|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

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



Heggerty
 805 Lake Street, #293
 Oak Park, IL 60301
 708-366-5947 (phone)
 orders@heggerty.org
 www.heggerty.org

Send Purchase Order to: Mary Kate Lyons, marykate@heggerty.org

Quote Number 00101086
 ERP Quote # 719907

Name Regina Aguas Email raguas@mvwsd.org
 Quote Date 5/5/2025

Bill To 1400 MONCITO AVE
 MOUNTAIN VIEW, CA 94043-3133
 USA
 Ship To 1400 MONCITO AVE
 MOUNTAIN VIEW, CA 94043-3133
 USA

| Quote Product Name | Quote Price | Quantity | Literably Grade(s) | Literably Rounds | Quote Total Price |
|--------------------|-------------|----------|--------------------|------------------|-------------------|
| English Fluency | \$5.99 | 190.00 | K | 1 | \$1,138.10 |
| English Fluency | \$6.95 | 150.00 | 1 | 3 | \$1,042.50 |
| English Fluency | \$6.95 | 150.00 | 2 | 3 | \$1,042.50 |
| English Fluency | \$6.99 | 485.00 | 3 | 3 | \$3,390.15 |
| English Fluency | \$6.99 | 512.00 | 4 | 3 | \$3,578.88 |
| English Fluency | \$6.99 | 531.00 | 5 | 3 | \$3,711.69 |
| English Fluency | \$6.99 | 70.00 | 6 | 3 | \$489.30 |
| English Fluency | \$6.99 | 45.00 | 7 | 3 | \$314.55 |
| English Fluency | \$6.95 | 40.00 | 8 | 3 | \$278.00 |

| | |
|-----------------------|-------------|
| Total Price | \$14,919.95 |
| Tax | \$0.00 |
| Shipping and Handling | \$0.00 |
| Grand Total | \$14,919.95 |

Vendor Information
 Literacy Resources, LLC
 FEIN: 84-4218337
 District Vendor #: N/A

Quote Terms:

1. This quote does not constitute an order. To place an order, login to your account at www.myheggerty.org and complete payment, or submit an official district Purchase Order by email to your Educational Sales Consultant's email address listed below the logo at the top of the page.
2. All contents of the Phonemic Awareness curricula and supplementary materials are fully copyright protected. The reproduction by any means, resale, and/or redistribution of this curriculum is strictly prohibited.
3. LRL is only required to collect sales tax for orders shipped within Illinois. Districts outside of Illinois that are not tax exempt must submit any required sales tax directly to their state.
4. The shipping charge on this quote is only valid if the order is shipping to one single location. If the order is being shipped to multiple locations, or if multiple Purchase Orders are submitted based on this quote, additional shipping fees will apply.

5. For orders shipping outside of the United States, Payment must be made in US funds. Shipping fee does not include customs duty and taxes. Customs duty and taxes must be paid by the recipient to UPS Brokerage prior to delivery.
6. Professional Development scheduling is subject to availability. Please work with your Heggerty contact to request PD dates.
7. Pre-built assessments: In addition to the Literably Screener, Literably offers a variety of pre-built literacy assessments. As of January 2025, English-language pre-built assessments are available for the following assessments and grades: Phonological Awareness (K-5), Phonics (K-5), Vocabulary (K-5), Spelling (1-5), and Comprehension (2-5). Spanish-language pre-built assessments are available for the following assessments and grades: Phonological Awareness (PreK-2), Phonics (K-1).
8. Custom and curriculum-aligned assessments: For any custom assessments purchased, Customer agrees that Literably will collect assessment needs from Customer, create the assessment(s), and publish the assessment(s) for Customer review and confirmation. After Customer confirms the assessment(s) meet their original needs, Literably may be able to make further customizations, but this is not guaranteed and may incur additional costs.
9. Grading methods: Literably may modify its grading methods during the term of this agreement, including transitioning from human-in-the-loop grading to automatic speech recognition (ASR) grading. Any such transition will aim to maintain or improve accuracy, security and accessibility.
10. Literably's W-9 can be found at: https://s3.amazonaws.com/literably-assets/literably_w9_latest.jpg.
11. Payment terms are net-30.
12. All quotes are in U.S. dollars.
13. Discounts are available for prepaid multi-year contracts.
14. For customers on a Northern Hemisphere calendar, all subscriptions are fixed windows ending July 31. Orders placed for the current school year are prorated based on the number of rounds of assessment you will complete during the current school year.
15. You may place an order for the following school year at any time. If you place an order before March 1 for the following school year, you can immediately begin using Literably (on a limited basis) at no extra charge. If you place an order after March 1 for the following school year, you can immediately begin using Literably, at no extra charge. A similar policy applies to the Southern Hemisphere, with a contract end date of December 31.
16. Issuance of a purchase order or payment pursuant to this Quote shall indicate the customer has read and agrees to be bound by Literably's Terms of Service, available at <https://literably.com/terms>.

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

Vendor Name: Heggerty (Literably) on approved vendor list

***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 Office}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.

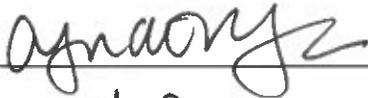
- Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.

- 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

| <u>Approval by Department Head</u> (Minimum: Manager Level) | <u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|---|--|
| Signature: <u></u> | Signature: <u></u> |
| Date: <u>5/29</u> , 20 <u>25</u> | Date: <u>May 29, 2025</u> |
| Print Name: <u>Cyndee Nguyen</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director Curriculum, Instruction, Assessment</u> | Print Title: <u>Associate Superintendent</u> |
| For Department: <u>Educational Services</u> | |

Checklist not required for school sites

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

Vendor Name: Imperial Dade

***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.
The CDE Contract is used.

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 Office}

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.

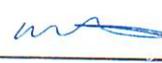
Contract for Energy Services That Will Generate Cost Savings

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: <u>Debbie Austin</u> | Signature: <u></u> <small>Digitally signed by Dr. Rebecca Westover Date: 2025.06.04 23:01:00 -0700</small> |
| Date: <u>May 14</u> , 20 <u>25</u> | Date: <u>June 4</u> , 20 <u>25</u> |
| Print Name: <u>Debbie Austin</u> | Print Name: <u>Dr. Rebecca Westover</u> |
| Print Title: <u>Director of Child Nutrition</u> | Print Title: <u>Chief Business Officer</u> |
| For Department: | |

Checklist not required for school sites

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
 Imperial Dade (P&R Paper Supply Company)

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

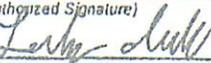
Extension year: Effective date: 9-1-2025 Expiration date: 8/31/2026

3. The maximum dollar amount of this contract:
 \$75,000 (maximum dollar amount)

4. Vendor Services:
 Paper supplies

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.) | |
| IMPERIAL DADE | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) |
|  | 6/3/25 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| LINDSEY NEICHEN DIRECTOR OF INTERNAL SALES | |
| ADDRESS | |
| 1865 MOUNTAIN VIEW AVE LOMA LINDA, CA 92354 | |
| 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 | |

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: INTERNAL SALES

Street address: 1865 MOUNTAIN VIEW AVE

City, State, Zip: LOMA LINDA, CA 92354

LINDSEY REICHEN

CERTIFIED BY: (type or print)

TITLE: DIRECTOR OF INTERNAL SALES

Linda Laska 5/3/25
(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: 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: <u>Lindsey Ineichen</u> Print Name: <u>LINDSEY INEICHEN</u> Title: <u>DIRECTOR OF INTERNAL CASES</u> Telephone No.: <u>(909) 794-1108</u> Date: <u>6/3/25</u> | |

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.

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):

| | | |
|--|-------|------|
| 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 IMPERIAL NADE (insert vendor name), certify that _____ (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: Jigsaw Learning LLC, dba TeachTown

***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)

- 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.
- 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 Office}

- 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)

Signature: _____

Date: May 20, 2025

Print Name: Frank Selvaggio

Print Title: Special Education Director

Approval by Person with Delegated Authority

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

Signature: _____

Date: 5/21, 2025

Print Name: Cathy Baur

Print Title: Associate Superintendent

For Department: Special Education

Checklist not required for school sites

Jigsaw Learning
Teachtown
\$113,759.11
Syr contract

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 Jigsaw Learning LLC, dba TeachTown
(“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.

- [x] 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 \$ _____
[x] Option 3 – Other, please explain: Year 1: \$68,759.11 Year 2: \$22,500 Year 3: \$22,500 Grand total \$113,759.11

3. Contract Dates “Agreement Time”

Services Start Date: July 2, 2025 Services End Date: July 1, 2028

4. Submittal of Documents

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

- [] Signed Agreement
[x] Insurance Certificates & Endorsements
[x] W-9 Form

5. Classified Service

- [] YES [x] 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: Jigsaw Learning LLC, dba TeachTown
1400 Montecito Ave. Street 2 Constitution Way
Mountain View, CA 94043 City, State, Zip Woburn, MA 01801
Attn: Chief Business Officer Attn: Chief Financial Officer

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

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

Contractor's Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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: ABW

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.

DS
ADW

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#: **30-0796510**

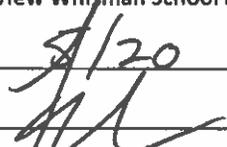
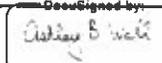
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order 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: <u>Jigsaw Learning LLC, dba TeachTown</u> |
| Dated: <u>5/1/20</u> , 20 <u>25</u> | Dated: <u>April 30th</u> , 20 <u>25</u> |
| Signature:  | Signature:  <small>DocuSigned by: Ashley B Wall FC5EBC36AD5048E</small> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Ashley B Wall</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Chief Financial Officer</u> |

| APPROVAL | |
|--------------------|-------------------------|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20__ | Dated: _____, 20__ |
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: _____ |
| Print Title: _____ | Print Title: _____ |

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

Exhibit A

| | | | |
|-----------------------------|---|----------------------------|----------|
| Company Address | 2 Constitution Way Woburn, MA 01801 US | Created Date | 5/2/2025 |
| Bill To Name | Mountain View Whisman School District | Order Number | 00026400 |
| Bill To | 1400 Moncito Ave Mountain View, CA 94043-3133 United States | | |
| Ship To Name | Mountain View Whisman School District | | |
| Shipping Address | 1400 Moncito Ave Mountain View, CA 94043 USA | | |
| Billing Frequency | Annually | Contract Start Date | 7/2/2025 |
| Net Terms | 30 | Contract End Date | 7/1/2028 |
| Customer PO Required |  | Term in Months | 36 |

| Product | Type | Contract Start Date | Contract End Date | Annual Sales Price | Quantity | Discount (Percentage) | Extended Price |
|--|----------------|---------------------|-------------------|--------------------|----------|-----------------------|----------------|
| enCORE K-12 Student Sub. 1 Yr - Advanced - +10 | Software | 7/2/2025 | 7/1/2028 | USD 415.00 | 60.00 | 9.64% | USD 67,498.92 |
| enCORE 6-8 Package - Physical Goods Classroom Package - Standard | Physical Goods | 7/2/2025 | 7/1/2028 | USD 6,199.00 | 2.00 | | USD 12,398.00 |
| enCORE 6-8 Student Workbook Pkg - (9) Units 37-63 | Physical Goods | 7/2/2025 | 7/1/2028 | USD 350.00 | 2.00 | | USD 700.00 |
| enCORE 3-5 Package - Physical Goods Classroom Package - Standard | Physical Goods | 7/2/2025 | 7/1/2028 | USD 5,199.00 | 2.00 | | USD 10,398.00 |
| enCORE 3-5 Student Workbook Pkg - (6) Units 19-36 | Physical Goods | 7/2/2025 | 7/1/2028 | USD 250.00 | 2.00 | | USD 500.00 |
| enCORE 3-5 Teacher Set Bundle - (Units 19-36) | Physical Goods | 7/2/2025 | 7/1/2028 | USD 1,200.00 | 1.00 | | USD 1,200.00 |
| enCORE K-2 Package - Physical Goods Classroom Package - Standard | Physical Goods | 7/2/2025 | 7/1/2028 | USD 4,599.00 | 1.00 | | USD 4,599.00 |
| enCORE K-2 Teacher Set Bundle - (Units 1-18) | Physical Goods | 7/2/2025 | 7/1/2028 | USD 1,200.00 | 1.00 | | USD 1,200.00 |
| enCORE K-2 Student Workbook Pkg - (6) Units 1-18 | Physical Goods | 7/2/2025 | 7/1/2028 | USD 250.00 | 2.00 | | USD 500.00 |
| enCORE Tier 4 Training Package | Services | 7/2/2025 | 7/1/2028 | USD 10,000.00 | 1.00 | | USD 10,000.00 |
| Shipping and Handling | Shipping | 7/2/2025 | 7/1/2028 | USD 1,889.70 | 1.00 | | USD 1,889.70 |
| Sales Tax | Taxes | 7/2/2025 | 7/1/2028 | USD 2,875.49 | 1.00 | | USD 2,875.49 |



| | |
|-------------------------|-----------------------|
| Software Subtotal | USD 67,498.92 |
| Physical Goods Subtotal | USD 31,495.00 |
| Services Subtotal | USD 10,000.00 |
| Shipping Total | USD 1,889.70 |
| Sales Tax Total | USD 2,875.49 |
| Grand Total | USD 113,759.11 |

Order Notes

Mountain View Whisman School District will not be invoiced for the full 3-year quoted amount upon execution of purchase order and will instead be invoiced annually according to the invoice schedule below:

- Year 1: \$68,759.11 (includes shipping and tax)
- Year 2: \$22,500.00
- Year 3: \$22,500.00

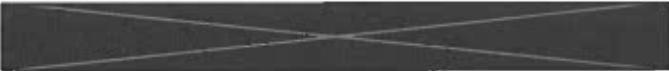
For questions on this order, contact:

TeachTown Representative: Claire Gautier
 Prepared By: Claire Gautier
 Email: cgautier@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice for subscription and services in full for the quoted amount upon either execution of a signed order form or receipt of a purchase order. For any physical goods purchased, invoices will be issued once a purchase order is received and physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.



How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign 
on Behalf of the Org

Quote Acceptance Information

Signature

Name

Title

Date

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term





Tier 4 - First Year Implementation Package

enCORE Whole Child Tier 1 Training Package

- 1x enCORE Virtual Training 101, 102, 103
- 1x Virtual Coaching Cohort Package
- 1x Intervention Program Training

Training Item Descriptions

enCORE Whole Child Training Series Description

The **enCORE Training Series** consists of 9 hours of training broken into three segments (101, 102, 103) on all aspects of implementing enCORE in the classroom. These trainings will cover how to begin teaching with enCORE in the classroom, data collection, assessments, reports, inputting IEP goals, and aligning lessons for progress monitoring throughout the school year. Each training segment will expand on the tools offered in the program while giving teachers the opportunity to ask questions as they have implemented the curriculum in their classroom.

Intervention Training Description

Intervention program training consists of a two hour virtual offering (maximum 25 participants) that provides teachers an overview of how to utilize the supporting interventions available in the enCORE package: Basics, Transition to Adulthood, and Social Skills. This training includes an overview of each program, practical use within a classroom schedule, and best practices for implementation. This training is available for teachers AFTER their enCORE 102 training.

Requirements for Intervention Virtual Trainings:

- 2 hour training via Zoom
- Administrator attendance during the training
- Max of 25 seats per virtual training session
- Each teacher brings their own laptop/device

Virtual Coaching Cohort Description

TeachTown's Virtual Coaching Cohort package consists of a train-the-trainer model utilizing a cohort of five classroom teachers across the school year, creating peer models within the school district. This package also includes three 1-hour virtual coaching sessions for each teacher in the cohort (15 total hours), allowing them to receive 1:1 support from a TeachTown Customer Enablement Specialist.

Requirements for Virtual Coaching Cohort

- All cohort teachers must have taken 101 prior to virtual coaching
- Coaching must happen on days where students are in the classroom



ENCORE

TEACHER LEARNING OBJECTIVES

enCORE

101

Teachers will...

- Explore the enCORE curriculum components and implementation through the "I Do, We Do, You Do" methodology.
- Learn how to navigate the program and locate curriculum materials

enCORE

102

Teachers will...

- Learn how to conduct Unit and Benchmark Assessments
- View student data through the "Reporting" feature
- Utilize data to drive instructional practice

enCORE

103

Teachers will...

- Learn how to incorporate student academic IEP goals into enCORE program
- Learn how to select corresponding enCORE activities to be completed during Student-Led and/or Teacher-Led Sessions

Interventions

Basics
Social Skills
Transition to
Adulthood
Language
Accelerator

Teachers will...

- Learn how to navigate intervention program platforms
- Learn how to incorporate intervention program activities into the classroom



TeachTown Justification

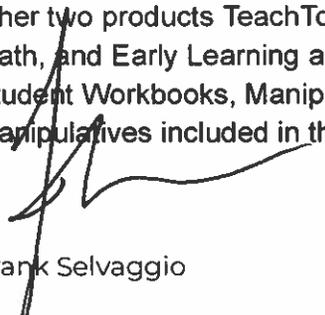
As part of the curriculum review for our ESN programs we looked at three vendors:

- TeachTown
- Unique Learning Systems
- Attainment

In review of each curriculum option, TeachTown was slightly more when comparing but what was offered by TeachTown was far superior in what it provides. Please see the comparison breakdown of the three vendors that were contacted:

Comparison:

TeachTown is a K-12 standards aligned curriculum that is evidenced based and is scaffolded in such a way that students in our Moderate and ESN classes can have a similar experience to their GE counterparts in a much more modified way. In addition its literacy product is fully aligned with the science of reading and includes SEL and develops goals and progress into easy to use graph forms for reporting progress on IEP's. Neither Attainment or ULS offers such a comprehensive strategy and with the other two you have to buy their various products separately to get all of the materials and it can end up feeling disjointed for teachers. Unlike the other two products TeachTown includes Benchmark Assessments available for K-12 in ELA, Math, and Early Learning as well as Teacher Guides (lesson plans and assessment manuals), Student Workbooks, Manipulatives. TeachTown also has adapted reading materials and manipulatives included in the physical materials.



Frank Selvaggio

Special Education Director

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

Vendor Name: **La Familia Taqueria**

***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)

no cost to district

- \$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 Office}

- 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: <u>May 29</u> , 20 <u>25</u> | Date: <u>June 2</u> , 20 <u>25</u> |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Federal, State, and Strategic Programs - Parent Engagement - No Cost to the District

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 La Familia Taqueria
("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:

La Familia Taqueria (Taco Truck) is invited to our district wide event on 8/16 at Graham Middle School.
The food truck will be attending the event to sell food to our staff and families invited to the event.

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: No cost to the District

3. Contract Dates "Agreement Time"

Services Start Date: 8/16/25 Services End Date: 8/16/25

4. Submittal of Documents

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

- Signed Agreement
Insurance Certificates & Endorsements
W-9 Form

5. Classified Service

- YES NO

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

6. Notice

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

Mountain View Whisman School District Contractor: Armando Riebles
1400 Montecito Ave. Street 135 Franklin st 207
Mountain View, CA 94043 City, State, Zip Mountain View, CA, 94031
Attn: Chief Business Officer Attn: Owner

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

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

Contractor’s Initials Here:

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

District Representative Name & Initials:

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 |

* See COI

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

Contractor's Initials Here: AR

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: AR

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: Sole proprietor

Employer Identification and/or SSN#: 948757000

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 No Cost to District

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

| | |
|---|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: _____ May 30, 20<u>25</u></p> <p>Signature: _____ <small>Geoff Chang</small></p> <p>Print Name: _____</p> <p>Print Title: <u>Director of Federal, State, and Strategic Programs</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Armando Riebles</u></p> <p>Dated: <u>May 19</u>, 20<u>25</u></p> <p>Signature: _____ <small>Armando Riebles</small></p> <p>Print Name: _____</p> <p>Print Title: <u>Owner</u></p> |
|---|---|

| APPROVAL | |
|--|---|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Associate Superintendent</u></p> | <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: <u>Jeffrey Baier</u></p> <p>Print Title: <u>Superintendent</u></p> |

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

**MEMORANDUM OF UNDERSTANDING
TEMPORARY EMPLOYEE EXCHANGE MOU BETWEEN
LOS ALTOS SCHOOL DISTRICT
AND
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into this August 1, 2025, by and between Los Altos Union School District (“Los Altos SD”) and Mountain View Whisman School District (“MVWSD”, collectively “Parties”), who agree as follows:

RECITALS

Whereas, the MVWSD requests the temporary loan of a Los Altos SD employee to perform services in support of its Deaf/Hard of Hearing (“DHH”) program as described in Exhibit A, attached hereto and incorporated herein (“Work”), for the period indicated below (see “Term”).

Whereas, Los Altos SD employs an individual (“Employee”) who possesses a credential in DHH, and has the appropriate education, skills and experience to perform the Work described in Exhibit A.

Whereas, Los Altos SD agrees to assign Employee to MVWSD for up to 2.5 days per week, and MVWSD agrees to accept the Employee’s Work, on and subject to the terms of this MOU.

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

1. **Scope of Services.** Los Altos SD agrees to assign Employee to MVWSD for 2.5 days per week (“Assignment”) to provide special services as described in Exhibit A, attached hereto and incorporated herein. Employee is required to hold a DHH credential and any other prerequisite credentials for the terms of this MOU.
2. **Term of the MOU.** The term of this MOU will be August 1, 2025 through June 30, 2026, subject to termination as set forth herein.
3. **Compensation.** During this assignment, Employee shall remain employed by Los Altos SD, and MVWSD agrees to reimburse Los Altos SD for all costs incurred in performance of this MOU.
4. **Supervision.** When working for MVWSD, Employee shall be under the supervision and direction of MVWSD and its management and supervisory employees. At all other times the Parties agree that Los Altos SD maintains the authority to direct and oversee the work performed by Employee.

5. Termination. Los Altos SD or MVWSD may, at any time, with or without reason, terminate this MOU by providing sixty (60) days prior written notice to the other party.
6. Office Space. LASD and MVWSD shall be responsible for providing Employee with office space, support services, materials, supplies, tools and equipment appropriate to perform the Work.
7. General Employer Responsibilities. Employee will remain a part-time regular employee of Los Altos SD, will remain on Los Altos SD's payroll, will remain subject to Los Altos SD's general personnel administration, and shall remain subject to Los Altos SD's personnel policies, rules and regulations. The Los Altos SD Employee's full salary and benefits will continue to be paid by Los Altos SD. Los Altos SD shall further be responsible for payment of all Employee salary and related benefits, pension, insurance, taxes and withholdings required under Los Altos SD's personnel rules, policies and contracts and applicable federal and state law. Los Altos SD shall be responsible for keeping and maintaining the personnel file and payroll and other records of Employee. Employee will not gain any employment rights or benefits (including, but not limited tenure) from MVWSD under this MOU.
8. Invoicing. Los Altos SD will invoice MVWSD for all costs incurred for the period Employee is performing the assigned Work for MVWSD. Reimbursement will include any employee salary and benefits for the hours and/or number of work days Employee performs services for MVWSD. Reimbursement will also include any increases or decreases during the period of the MOU arising from increases or decreases in Employee salary, benefits, and/or number of work days. Employee will be subject to any salary adjustments that may be approved by the Los Altos SD Board and/or Superintendent for the period specified above. Employee is entitled to all leaves, holidays, and vacation days which fall within the Employee's assignment basis, for which the Employee is eligible. Los Altos SD shall submit to MVWSD itemized invoices indicating the salary and benefit payments to be reimbursed, and such reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is submitted.
9. Scope of Cost. The fee paid to Los Altos SD is intended to cover all of its costs and expenses related to loaning the Employee to MVWSD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by MVWSD shall be the sole and exclusive consideration paid to Los Altos SD for use of Employee.
10. Indemnification.
 - a. Los Altos SD shall indemnify, defend, protect and hold harmless MVWSD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Los Altos SD's obligations under this MOU, except where caused by the sole negligence or willful misconduct of MVWSD or as otherwise provided or limited by law.

- b. MVWSD shall indemnify, defend, protect and hold harmless Los Altos SD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of MVWSD's obligations under this MOU, or (ii) an act or omission of Employee in performing Work for MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of Los Altos SD or as otherwise provided by law. MVWSD specifically indemnifies Los Altos SD from any and all liability, losses, claims, damages, expenses, demands, and costs associated with any legal action related to the provision of special education services incident to this MOU.
 - c. The parties' obligations under these indemnification provisions shall survive the termination of this MOU.
11. Entire MOU. This writing represents the entire MOU between the parties concerning Employee's Work for MVWSD, and supersedes all prior oral and/or written negotiations, representations or contracts. This MOU may be amended only by a subsequent written contract approved and executed by both parties.
 12. Successors and Assignment. This MOU shall bind and inure to the benefit of the successors and assigns of the parties; however, Los Altos SD may change the Employee performing the Work under this MOU with the prior written consent of MVWSD.
 13. Severability. If any part of this MOU is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this MOU.
 14. No Third Party Beneficiaries. This MOU shall not be construed to create any third party beneficiaries. This MOU is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this MOU or any of its terms.
 15. Governing Law. This MOU, including any exhibits, and any disputes arising out of this MOU shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and the venue for any lawsuit concerning or arising out of this MOU shall be the County of Santa Clara.
 16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this MOU shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

Los Altos School District:

Los Altos School District
Attn: Special Education Jennifer Keicher
201 Covington Rd.

Los Altos, CA 94024

Mountain View Whisman School District:

Mountain View Whisman School District
Attn: Accounts Payable
1400 Montecito Ave
Mountain View, CA 94043

Any party may change its address by notifying the other party of the change in the manner provided above.

17. Entire Agreement and No Amendment Thereto. This MOU and any exhibits attached hereto constitute the entire MOU among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only in writing executed by both Parties to the MOU.
18. Anti-Discrimination. It is the policy of Los Altos SD 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 MVWSD 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 and Los Altos USD policy. In addition, MVWSD agrees to require like compliance by all its staff and subcontractors. MVWSD shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
19. Confidentiality. Los Altos SD and MVWSD shall maintain the confidentiality of all information received in the course of performing this MOU. This requirement shall extend beyond the effective termination or expiration date of this MOU. In the event any Party receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), they shall abide by Education Code section 49073, including the following:(a) Parties shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Parties shall delete or otherwise dispose of student data in its possession after the termination of services under this MOU (c) Parties shall undertake reasonable precautions to protect the student data and shall promptly report to the other Parties any unauthorized access to the student data.

[Space intentionally added]

20. Governing Board Approval. Los Altos SD shall not be bound by the terms of this AGREEMENT until it has been formally approved or ratified by Los Altos SD's Governing Board, and/or Executive Cabinet as its designee, and no services shall be owed or made to MVWSD absent formal approval.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

FOR LOS ALTOS SCHOOL DISTRICT:

Date: _____
Erik Walukiewicz, Assistant Superintendent of Business Services

FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

Date: _____
Rebecca Westover, Chief Business Officer

EXHIBIT A

Loaned Employee Work, Hours/Schedule, and Hourly Rate

Loaned Employee to serve MVWSD 2.5 days per week for the 2025-2026 school year.

The loaned employee will provide special education services to students in MVWSD in the area of Deaf and/or Hard of Hearing, including but not limited to assessments, direct service, consultation to student and staff, and/or communication to county audiology providers. The loaned Professional Contractor will be credentialed in California.

MVWSD will pay approximately \$100,029.30 for the year, based upon actual work, spent working on duties assigned by MVWSD on the 2.5 days per week schedule.

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

Vendor Name: Los Altos School District

***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:
 2 proposals 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

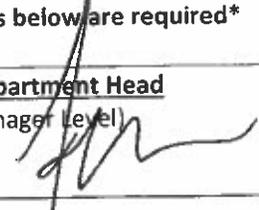
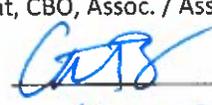
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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 Office}**
 - 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

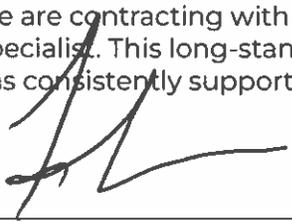
| Approval by Department Head (Minimum: Manager Level) | Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|---|---|
| Signature: <u></u> | Signature: <u></u> |
| Date: <u>May 29</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |
| For Department: <u>Special Education</u> LHSD - DHH \$109,029- | |

Checklist not required for school sites

May 29, 2025

Explanation:

We are contracting with Los Altos School District for a shared Deaf and Hard of Hearing Specialist. This long-standing collaborative agreement has provided a reliable specialist who has consistently supported the needs of our students.



[Frank Selvaggio](#)

Special Education Director

JUSTIFICATION REMARKS

Date: June 3, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Los Altos School District (LASD)

Reason: Potential 10% additional cost to Salary and Benefits during 2025-26 school year

Remarks: The district is seeking to contract with Los Altos SD the temporary loan of a LASD Professional to perform services in support of our Deaf/Hard of Hearing (DHOH) services during the 25/26 school year. We will be adding an additional 10% to the cost of this contract to cover any salary and benefits increases their district might experience during the 25/26 school year. This accounts for the difference in the actual contract amount and the amount we are requesting the Board approve for this contract.

MEMORANDUM OF UNDERSTANDING

Between MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND LOS ALTOS
SCHOOL DISTRICT

Regarding

MUTUAL ACCESS TO SPECIAL EDUCATION PROGRAMS (IEP TEAM REFERRALS)

This Memorandum of Understanding (MOU) is made and entered into between the Mountain View Whisman School District (MVWSD) and the Los Altos School District (LASD) for the 2025-2026 school year.

The purpose of this MOU is to ensure that when necessary, students in one District have access to special education programs operated by the other District when an appropriate program is not available in the student's district of residence. Placements under this MOU shall not be deemed an interdistrict transfer, as the student remains as a resident of the Mountain View Whisman School District.

For purposes of this MOU, the following definitions apply:

District of Residence (DOR): the District in which the student resides, and the District which is seeking access to the other District's special education program.

District of Service (DOS): the District which agrees to serve the student who is a resident of the other District.

DOR GENERAL RESPONSIBILITIES

1. Following agreement by the DOS to accept a DOR student, the DOR shall appropriately document the placement in an IEP.
2. The DOR shall provide to DOS any and all relevant educational records of the Student being placed in the DOS program.
3. Unless agreed to otherwise, DOR assumes all responsibility for implementing all components of the student's IEP, including transportation as a related service.
4. Unless otherwise agreed, DOR shall provide transportation services if required by student's IEP.
5. Unless otherwise agreed, the DOR will conduct all required/agreed upon assessments of the student. Should the student request an independent educational evaluation (IEE), the DOR will be responsible for processing the IEE request, including initiating litigation, if required, unless otherwise agreed.
6. A representative from the DOR, who has the authority to make decisions and commit resources, will have the opportunity to attend all IEP meetings. When appropriate, such representatives shall participate in transition planning for possible return of the student to the DOR.

7. The DOR will be billed for the actual cost of student the DOS's program using the formula and tables provided by the Northwest Santa Clara County SELPAs as part of the intra/inter-SELPA transfer process. An Individual Service Agreement for each student may be required.
8. Unless otherwise agreed, the DOR shall provide all necessary equipment and materials specified in the student's IEP, including low Incidence materials and equipment.
9. The parties agree to abide by stay put obligations, including any stay put order issued by the Office of Administrative Hearings or other competent court. The DOR will continue to fund the placement during the term of any stay put order.

DOS RESPONSIBILITIES

1. The DOS shall provide the student and DOR with all required progress reports at the same time and at the same frequency as those reports are provided to parents.
2. DOS assumes responsibility for attendance reporting and for counting the student in CALPADS.
3. DOS shall appropriately convene all IEP meetings in coordination with the DOR. DOS shall provide copies of all IEP and related documents to the DOR.
4. Unless otherwise agreed, no program or placement change will be made by the DOS without a proper IEP review, including attendance of the DOR.
5. The DOS shall provide as much notice as possible to the DOR if it is believed that DOS no longer can offer an appropriate program and/or placement. In such a case, the administrator responsible for special education from the DOR will be contacted by the DOS to develop a plan of action. If an IEP meeting is required, the DOS and DOR will coordinate an IEP team meeting to discuss and determine appropriate special education and related services.

DOR IEP AND PLACEMENT PROCEDURES

Prior to Initial Placement:

1. Conduct all necessary assessments and provide recent present levels of academic and functional performance to determine student needs.
2. Convene an IEP meeting to discuss/identify potential LEA/SELPA programs.
3. Document the need for services to be provided outside the DOR.
4. Determine the availability and appropriateness of programs in the DOR by contacting the special education administrator. DOR may not make an IEP offer located in the DOS without first obtaining written consent from the DOR special education administrator.
5. Coordinate observations and IEP meetings with DOS.
6. Arrange for and provide/fund transportation for the student to attend the DOS program.

Subsequent to Placement:

7. Attend all IEP meetings, determine who assesses the student and make all

educational decisions as required by law (e.g. offering a free appropriate public education (FAPE)). Participate in transition planning for possible return to the DOR. As referenced above, the DOR remains the student's district of residence and thus will serve as the responsible LEA at all IEP meetings (unless delegated by agreement between the parties).

8. In accordance with the fiscal agreements in this MOU and Northwest Santa Clara County SELPAs, the DOR shall reimburse DOS for all services provided to the student.
9. As necessary, provide all low incidence materials and equipment consistent with the student's IEP. DOS will invoice DOR for any extensive property damage due to student behaviors. DOR can invoice parent if they deem appropriate.

DOS IEP AND PLACEMENT PROCEDURES

Prior to Initial Placement:

1. Consult with the DOR about the availability and appropriateness of the program.
2. Confirm placement by entering into an MOU outlining responsibilities of the parties.

Subsequent to Placement:

3. Provide all services identified in the student's IEP. In the event the DOS is unable to implement any or all portions of the student's IEP, and/or believes that the student cannot be provided a FAPE in its program, the DOS shall immediately notify the DOR in writing,
4. Complete all IEP paperwork and assess for triennial IEP at the request of DOR.
5. Attend all IEP meetings in cooperation with the DOR personnel.
6. Help complete all necessary IEP documents in cooperation with the DOR.
7. Contact the DOR and offer to complete the necessary assessments prior to the DOR conducting new assessments.

DISCIPLINE, SUSPENSION, EXPULSION AND TRUANCY

- A. The DOS shall notify the DOR if the student moves or is suspended for a total of five days in one school year.
- B. The DOS will notify the DOR if the student is absent for a total of ten days during a three month period of time. The DOS supported by DOR will be responsible for pursuing issues of truancy.
- C. The DOS, supported by the DOR, will be responsible for all daily discipline actions and suspensions. With regard to expulsions, if the DOS recommends expulsion, the DOR will conduct the expulsion proceedings, with the full support of the DOS including witnesses/evidence for required proceedings. Consistent communication between parties will be essential.

HEARINGS, CDE COMPLAINTS, UNIFORM COMPLAINTS, OFFICE FOR CIVIL RIGHTS COMPLAINTS

- A. When one LEA becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the other LEA. The parties will work together in good faith to determine at the outset the party primarily responsible for the due process/CDE complaint, as discussed further in Section B, below.

- B. The responsibility for due process hearings and CDE complaints will be primarily assumed by the party whose actions form the basis of the particular complaint unless specifically modified by particular terms of this Agreement. For example: (1) a claim for failure to implement an IEP is DOS primary; (2) a claim that an IEP requires additional services to provide a FAPE is DOR primary; (3) a claim for a procedural violation that denies FAPE can be DOS and/or DOR primary depending upon the violation; (4) a claim for an assessment failure is DOR unless otherwise agreed by the parties (5) a claim for an IEE would be DOR unless otherwise agreed by the parties. Some cases may present mixed issues of primary liability. In such a case, the parties will allocate primary responsibility accordingly. If legal representation is required, the primarily responsible agency will be responsible to retain and fund the representation. If legal representation is required in a case of mixed responsibility, the parties may mutually agree upon joint representation, or may each retain and fund its own representation. In the case that the parties cannot agree upon primary responsibility, the case will be treated as one of mixed responsibility. The primarily responsible party shall assume primary liability for the outcome of any hearing and/or complaint as identified in the written outcome. However, comparative fault may be calculated for a fair share depending on outcome/circumstances.

- C. Uniform Complaints will be addressed to the LEA to which the complaint applies. When one LEA becomes aware of the filing of a Uniform complaint, it shall immediately notify the Special Education Administrator in the other LEA.

- D. Responsibility for complaints filed with the United States Department of Education Office for Civil Rights, or litigation filed in federal or state court will be primarily assumed by the party whose actions form the basis of the particular complaint. The parties shall collaborate depending upon the nature of each case.

- E. Notwithstanding the above, each Party shall fully cooperate with the other in defending against any claims/complaints by, for example, making its records available and its employees reasonably available for testimony in cases involving the other party

NEGLIGENT, WILLFUL ACTS OR OMISSIONS INDEMNIFICATION

- A. DOS shall indemnify and hold DOR and its Board Members, administrators, employees, agents, attorneys, volunteers and subcontractors harmless against all

liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of this agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of DOS, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

- B. DOR shall indemnify and hold DOS and its Board Members, administrators, employees, agents attorneys, volunteers and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of this agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of DOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- C. In case of comparative fault, where the DOS and DOR are each adjudged partially negligent; the party's indemnification obligations shall be co-extensive with the percentage apportionment of fault.

TERM

- A. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties. Agreements terminate at the end of each extended school year. However, agreements will be considered renewed for the subsequent school year unless either party gives notice of termination at least 30 days prior to the end of the regular school year.
- C. This Agreement may be terminated for good cause at any time by either party, or by mutual agreement, or by provision of written notification through the U.S. Mail at least thirty (30) days prior to the date of the end of the school year as stated in Section IX(B). Termination is subject to stay put rights, as discussed above.
- D. This Agreement shall be effective on the date of signature by all Parties.

Disputes Involving Districts

- A. If a dispute should arise between the two districts concerning the proposed placement, services to be provided, costs and/or program exit, the districts agree to attempt to resolve the problem(s) through, first, a direct meeting of the special education directors and then, if not resolve, a meeting between the superintendent/designee. The superintendents may request the SELPA director to facilitate this resolution process.
- B. If a dispute cannot be resolved after a meeting of the superintendent/designee, the DOR or DOS may remove the student(s) from the receiving district subject to legal

obligations, if any arising outside of this Agreement, after a 30 day written notice has been delivered to the DOR/DOS by the DOS/DOR. Under these circumstances the specific Agreement relating to the student(s) will be void; however, the General Agreement between the districts will remain in place. Any agreed upon costs for the student(s) removed by the district of residence will be prorated for the student(s) based on the number of days of enrollment.

MISCELLANEOUS

- A. Each Party agrees to cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- B. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- C. Any change, modification, or addition to this Agreement must be in writing and signed by all Parties.
- D. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement and its attachments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
- E. This Agreement may be signed in counterparts and a facsimile signature acts as an original.

Jeffrey Baier

Superintendent
Title

MVWSD

Date Signed

Sandra McGonagle

Superintendent
Title

LASD

Date Signed

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

Vendor Name: Los Altos School District Student Account

***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

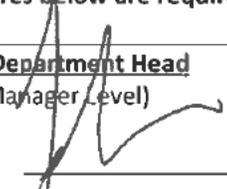
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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 Office}**
 - 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: <u></u> | Signature: <u></u> |
| Date: <u>May 23</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

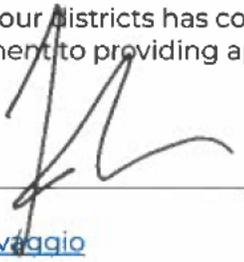
For Department: Special Education Student placement
\$80,000

Checklist not required for school sites

May 15, 2025

Explanation:

This MOU is for student placement. The student has been attending the Therapeutic Special Day Class at Los Altos School District (LASD) for several years. This ongoing collaboration between our districts has consistently supported the student's needs and reflects our shared commitment to providing appropriate educational placements.



[Frank Selvaggio](#)

Special Education Director

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2023, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

1. MBT Responsibilities: MBT shall provide the following services to CLIENT:

- a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
- e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in the development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide electronic submission of Doctor Orders, Referrals, and Prescriptions (ORP) to CLIENT's contracted Physician/Licensed Provider.
- n. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.
- o. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

2. Client Responsibilities: CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).

- b. Designate an LEA Program Coordinator.
 - c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEPs in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
 - d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
 - e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner's name.
 - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
 - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
 - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
 - j. If MBT is providing Prescription, Referral and Doctor Order (ORP) processing services, CLIENT shall provide all necessary information to MBT in order to electronically submit the ORP to CLIENT's contracted Physician/Licensed Provider for review.
 - k. If MBT is providing CRCS completion services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
 - l. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
 - m. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this Agreement.
 - n. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.
3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.
- a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE; (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.
 - b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

- c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.
- i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.
- d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.
4. **Payment:** CLIENT shall pay to MBT as compensation:
 Eight percent (8%) of the total reimbursement received by CLIENT, but not to exceed \$30,000.00 per year. MBT will invoice CLIENT at the onset of this agreement for a portion of the total fee as indicated by the fee structure selected below. The remainder will be invoiced by MBT to CLIENT when the cost settlement is released by DHCS:
 A flat rate of \$1,100.00 per month, to be paid within 30 days of receipt of monthly invoice; or

 An annual lump sum of \$11,880.00, payable within 30 days of receipt of invoice (representing
 an annual discount of ten percent (10%).

CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above.

MBT will issue a final invoice to the CLIENT once the final reconciliation of claims from the fiscal year has been approved and paid by DHCS. MBT will deduct one hundred percent (100%) of the initial flat fee from the final invoice.

The following fees will be charged for additional services provided at the specific request of CLIENT:

- a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT \$25.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by CLIENT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. MAA Invoicing Services

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT \$25.00 per quarter per participant included on each invoice, but not less than \$250.00 per quarter and not more than \$5,000.00 per quarter for the completion of each MAA invoice.

If, for any reason a previously completed MAA invoice needs to be recalculated, CLIENT agrees to pay MBT a flat fee of \$150 per MAA invoice recalculation. No fee will be charged where the recalculation is due to an error on the part of MBT.

If, for any reason the CLIENT decides to no longer participate in the MAA Program or does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee of \$500 for the year.

c. Changes After Submission of Billing:

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.

7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).
9. **Mutual Indemnification and Limitation of Liability:**
- a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
 - b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
 - c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
 - d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.
10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2028 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT's use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.
12. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

| | |
|--|---|
| <u>MBT</u> Medical Billing Technologies, Inc. Attn: Reid Stephens, President P.O. Box 709 Visalia, CA. 93279 | <u>CLIENT</u> Mountain View Whisman School District Attn: Business Office 1400 Montecito Avenue Mountain View, CA 94043 |
|--|---|
13. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
16. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.
17. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
18. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

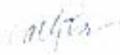
If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT



Digitally signed by Cathy Baur
DN: cn=Cathy Baur, o=Mountain View Whisman
School District, ou=Administration
email=cbaur@mvsd.org, c=US
Date: 2023.06.16 11:24:03 -0700

June 16, 2023

Authorized Signature

Date

Cathy Baur

Chief Academic Officer

Printed Name

Printed Title

MVWSD Board Approved 6/15/23

MEDICAL BILLING TECHNOLOGIES, INC.



Reid Stephens, President

03/24/2023

Date

Agreement for Medical Doctor Review of Student Treatment Plans

This Agreement is made this 1st day of July, 2023, between CALIFORNIA PEDIATRIC HOSPITALISTS INC, hereinafter called "MD" and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which the MD will review school based services provided by CLIENT to students and determine if services are medically necessary in order for the student to receive a free and appropriate education.

1. **MD's Responsibilities:** The MD shall provide the following services to CLIENT:

- a. The MD shall maintain all appropriate medical licenses and registrations required by state and federal law to practice medicine in the state of California. MD shall pay any licensing fees and costs of any mandatory continuing education associated with maintaining such licensing.
- b. The MD shall, at MD's cost, maintain medical malpractice insurance in his/her name. Coverage shall be for an amount not less than \$1,000,000 per occurrence.
- c. MD will provide MD's education, training and contact information in order to maintain a working relationship with CLIENT. MD shall be available for consultation with CLIENT and/or CLIENT providers as to specific treatment plans submitted to MD for review.
- d. Consult with CLIENT as to the format for the treatment plan recommendations to be received by CLIENT to ensure such treatment plan recommendations contain all information necessary for review by MD.
- e. As to each treatment plan recommendation submitted, advise CLIENT if additional information is necessary for MD to conduct an appropriate review.
- f. MD will review any Occupational Therapy (OT), Physical Therapy (PT), Mental Health (MH), Speech Therapy (ST), and Nursing treatment plans submitted to MD by CLIENT. MD will provide the result of such review in writing to CLIENT, including a written authorization for any OT, PT, MH, ST and Nursing services which, in MD's medical opinion, are medically necessary.
- g. MD is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities. Treatment plans provided to MD by the CLIENT will be used for the sole purpose of determining medical necessity of school based services and MD will use industry standard practices to securely store all student treatment plans.
- h. Once MD has completed his/her review of student treatment plans submitted by CLIENT, MD will issue an invoice to CLIENT according to the Payment section of this agreement.

2. **Client Responsibilities:** CLIENT shall do and perform each of the following:

- a. CLIENT will identify the individual students that are in need of a medical doctor treatment plan in order to receive school based services.
- b. CLIENT will submit student treatment plans in the format agreed upon with the MD. Student treatment plans must include student full name, student date of birth, student's diagnosis, service provider's full name, service provider's credentials, and a description of the school based services that the student is receiving.
- c. CLIENT will make their service providers available to MD for clarifications and additional information that may need to be provided during the student treatment plan review process.

3. **Payment:** CLIENT shall pay to MD as compensation:

A fee of \$25.00 for each Student Treatment Plan that is submitted by CLIENT and reviewed by MD. MD will generate and submit an invoice to CLIENT which is payable within 30 days of receipt.

4. **Document Management:** MD shall retain in electronic form copies of all Student Treatment Plans submitted by CLIENT for a period of five (5) or such other period as required by law. MD, upon request, will provide to CLIENT electronic copies of such Treatment Plans. MD, upon request, shall return to CLIENT all Treatment Plans and other documents provided to MD for Treatment Plan review purposes. CLIENT shall retain all such documents and records for at least five (5) years from Student Treatment Plan effective date or such other duration as may be required by State and Federal laws, rules, and regulations.
5. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the Student Treatment Plan review process shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MD by the CLIENT will be used for the sole purpose of determining medical necessity of school based services provided by CLIENT. MD is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities.

6. **Insurance:** MD shall, at MD's expense, obtain and maintain during the term of this Agreement medical malpractice insurance in his/her name. Coverage shall be for an amount not less than \$1,000,000 per occurrence.

7. **Mutual Indemnification and Limitation of Liability:**

- a. CLIENT will indemnify, defend, and hold MD, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MD (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
- b. MD will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MD or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MD; (b) gives MD sole control of the defense and settlement of the claim; and (c) provides MD all available information and assistance. MD's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MD's insurance policy referred to in Section 6 of this Agreement.
- c. MD will use due care in processing the work of the CLIENT based on CLIENT's submission of Student Treatment Plans. MD will be responsible for correcting any errors which are due to the machines, operators, or programmers of MD. Such errors shall be corrected at no additional charge to CLIENT. MD does not guarantee approval of Student Treatment Plans submitted. MD shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to any State or Federal governmental agency.
- d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MD's liability for any and all claims against MD under this Agreement, in contract, tort, or

otherwise, exceed the total amount of the fees paid by CLIENT to MD during the contract term in issue, and MD shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

8. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2028 ("Termination Date"). This agreement may be terminated at anytime by either party by written notice.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of Student Treatment Plans will be deemed a material breach of this Agreement. MD may terminate the Agreement if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

9. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MD
California Pediatric Hospitalists, Inc.
Attn: David A. Sine, M.D.
P.O. Box 709
Visalia, CA. 93279

CLIENT
Mountain View Whisman School District
Attn: Business Office
1400 Montecito Avenue
Mountain View, CA 94043

10. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MD Documents") provided to CLIENT by MD shall remain the property of MD and shall not be duplicated, copied in any manner and access to MD Documents shall be restricted to employees of CLIENT who need to use MD Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MD. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MD.
11. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by state and federal law to authorize MD to perform review of Student Treatment Plans on behalf of CLIENT.
12. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
13. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MD providing review of Student Treatment Plans to CLIENT and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MD services not contained in this Agreement shall be valid or binding.
14. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.

15. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

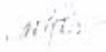
If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT


Digitally signed by Cathy Baur
DN: c=Cathy Baur, o=Mountain View Whisman School
District, ou=Administration, email=cba@mvwsd.k12.ca.us,
c=US
Date: 2023.06.16 11:27:44 -07:00

Authorized Signature

June 16, 2023
Date

Cathy Baur
Printed Name

Chief Academic Officer
Printed Title

CALIFORNIA PEDIATRIC HOSPITALISTS INC



Dr David Sine, Physician

03/17/2023
Date

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

Vendor Name: Medical Billing Technologies 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

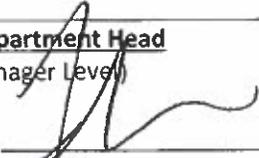
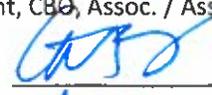
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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 Office}**
 - 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: <u></u> | Signature: <u></u> |
| Date: <u>May 23</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education Medical Billing Tech

Checklist not required for school sites

\$ 40K -
Continued Syn
Contract

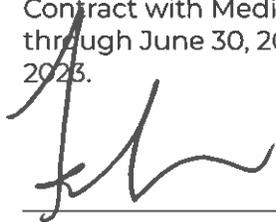


District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

May 23, 2025

Explanation:

Contract with Medi-Cal Direct Billing Program, the term is for a period of 5 school years, through June 30, 2028. Mountain View Whisman School District board approved June 15, 2023.



[Frank Selvaggio](#)

Special Education Director

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

Vendor Name: Morgan Autism

***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.

SELPA Master
 Contract is being
 used in lieu of PSA

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

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Contract for Waste Services (MOT or CBO)

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Contract for Equipment, Materials and Supplies

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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.

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- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
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- ___ proposals 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.

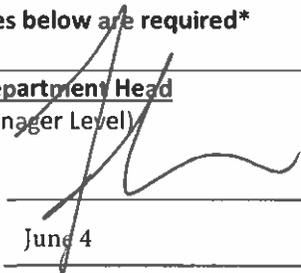
Contract for Energy Services That Will Generate Cost Savings

- 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

| <u>Approval by Department Head</u> (Minimum: Manager Level) | <u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|--|--|
| Signature:  | Signature:  |
| Date: June 4, 20 25 | Date: June 5, 20 25 |
| Print Name: Frank Selvaggio | Print Name: Cathy Baur |
| Print Title: Special Education Director | Print Title: Associate Superintendent |

For Department: Special Education Morgan Autism NPS

Checklist not required for school sites

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2025-2026**

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman, County of Santa Clara, hereinafter referred to as the "LEA" and Morgan Autism Center, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

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

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

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

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

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

4. COMPLIANCE WITH LAWS

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

5. DEFINITIONS AND ACRONYMS

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

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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

7. GOVERNING LAW

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

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address*) Frank Selvaggio, Special Education Director 1400 Montecito Ave., Mountain View, CA 94043. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Morgan Autism Center 950 St. Elizabeth Dr., San Jose, CA 95126. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

10. SUBCONTRACTS AND ASSIGNMENT

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

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

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

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

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

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

15. **INSURANCE**

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. CHANGE OF RESIDENCE

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

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

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

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

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

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

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

19. FACILITIES MODIFICATION

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

20. RENEWAL

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

21. ENTIRE AGREEMENT

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

22. SEVERABILITY CLAUSE

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

23. AUTHORIZED REPRESENTATIVE

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

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

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

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

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

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

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

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

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

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

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

29. REASONABLE VISITATION/ PARENT ACCESS

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

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

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

30. WITHDRAWAL BY PARENT

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

31. MEDICATIONS

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

32. ACCIDENT/INCIDENT REPORT

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

33. STUDENT RECORDS

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

34. ACCESS TO RECORDS

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

35. PROGRESS REPORTS

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

36. FORWARDING OF RECORDS

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

37. IEP/IFSP MEETINGS

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

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

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

38. STATEWIDE MANDATED ASSESSMENT

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

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

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

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

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

40. CLASS SIZE-NONPUBLIC SCHOOL

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

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

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

42. DUE PROCESS AND COMPLAINTS

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

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

43. STATE MEAL MANDATE

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

44. HEALTH AND SAFETY

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

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

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

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

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

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

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

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

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

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

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

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

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

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

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

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

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

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

54. REPORTING OF MISSING CHILDREN

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

55. SEXUAL HARRASSMENT

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

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

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

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

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

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

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

58. STUDENT ABSENCES: AGENCY ONLY

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

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

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

Contractor is Open and LEA is Open or Closed

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

Contractor Closure

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

Both LEA and Contractor are Closed

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

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

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

62. INSTRUCTIONAL DAY

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

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

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

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

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

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

65. RATE SCHEDULE

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

| A. Nonpublic School only | Rate | Period (specify) |
|--|------------------|----------------------|
| Basic Education Program | \$ 674.00 | Day |
| B. Designated Instruction and Service and/or Other Related Services | | |
| (1) Adapted Physical Education | \$ _____ | per _____ |
| (2) Behavior Intervention Services | _____ | per _____ |
| (3) Day Treatment Services | _____ | per _____ |
| (4) Language/Speech Therapy/Group | Included in rate | per _____ |
| (5) Language/Speech Therapy/Indiv. | Included in rate | per _____ |
| (6) Mental Health | _____ | per _____ |
| a) Counseling/Group | _____ | per _____ |
| b) Counseling/Individual | _____ | per _____ |
| c) Counseling and Guidance | _____ | per _____ |
| (7) Occupational Therapy | \$220.00 | per Hour |
| (8) One-on-One Aide | Included in rate | per _____ |
| (9) Parent Counseling | _____ | per _____ |
| (10) Physical Therapy | _____ | per _____ |
| (11) Psychological Services | _____ | per _____ |
| (12) Residential Treatment Services <i>Educationally Related Mental Health Board and Care</i> | _____ | per _____ |
| (13) Social Work Services | _____ | per _____ |
| (14) Transportation (if required) | \$201.00 | per Day (round trip) |
| (15) Other: AAC Consultation | \$220.00 | per Hour |
| Other: AAC Evaluation | \$3,900.00 | per _____ |
| Other: _____ | _____ | per _____ |

66. PAYMENT DEMAND

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

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

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

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

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

67. RIGHT TO WITHHOLD

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

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

68. AUDIT EXCEPTIONS

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

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

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

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

69. INSPECTION AND AUDIT

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

70. PAYMENT FROM OUTSIDE AGENCIES

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

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

CONTRACTOR

Morgan Autism Center

Name of Nonpublic, Nonsectarian School/Agency



Contracting Officer's Signature

Josh Drake, Executive Director

(Type) Name and Title

June 3, 2025

Date

LOCAL EDUCATION AGENCY (LEA)

Mountain View Whisman School District

Authorized Representative/School District

Signature

Cathy Baur

(Type) Name and Title

Associate Superintendent

Date

**MEMORANDUM OF UNDERSTANDING PROFESSIONAL EXPERT
CONTRACT PROFESSIONAL EXCHANGE MOU BETWEEN MOUNTAIN VIEW LOS ALTOS
HIGH SCHOOL DISTRICT(MVLA)
LOS ALTOS SCHOOL DISTRICT (LASD)
AND MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT(MVWSD)**

This Memorandum of Understanding ("MOU") is entered into this August 1, 2025 by and between Mountain View Los Altos Union High School District ("MVLA") and Los Altos School District ("LASD", collectively "Parties"), and Mountain View-Whisman (MVWSD", collectively "Parties") who agree as follows:

RECITALS

Whereas: the LASD and MVWSD request the temporary loan of a MVLA Professional Contractor to perform services in support of its Audiology Services as described in Exhibit A, attached hereto and incorporated herein ("Work"), for the period indicated below (see "Term").

Whereas: MVLA contracts an individual ("Professional Expert Contractor") who possesses a credential in Audiology and has the appropriate education, skills and experience to perform the Work described in Exhibit A.

Whereas: LASD .1 FTE and MVWSD .7FTE agree to assign Professional Expert Contractor and MVLA agrees to .2 FTE, on and subject to the terms of this MOU.

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

1. **Scope of Services.** MVLA agrees to assign Professional Expert Contractor to LASD.1 FTE for .2 FTE. MVLA agrees to assign Professional Expert Contractor to MVWSD for .7 FTE.

("Assignment") to provide special services as described in Exhibit A, attached hereto and incorporated herein. Professional Expert Contractor is required to hold an Audiologist credential and any other prerequisite credentials for the terms of this MOU.
2. **Term of the MOU.** The term of this MOU will be August 1, 2025 through June 15th, 2026, subject to termination as set forth herein.
3. **Compensation.** During this assignment, the Employee shall remain contracted by MVLA, LASD and MVWSD agree to reimburse MVLA for all costs incurred in the performance of this MOU.
4. **Supervision.** When working for LASD and MVWSD, Professional Expert Contractor shall be under the supervision and direction of LASD and MVWSD and its management and supervisory employees. At all other times the Parties agree that MVLA maintains the authority to direct and oversee the work performed by Professional Contractor.
5. **Termination.** MVLA or LASD and MVWSD may, at any time, with or without reason, terminate this MOU by providing sixty (60) days prior written notice to the other party.
6. **Office Space.** MVLA shall be responsible for providing a Professional Expert Contractor with office space, support services, appropriate to perform the work. There will not be a shared cost of equipment

or instructional materials and each district will purchase their own materials, materials, supplies, tools and equipment.

7. General Employer Responsibilities. Professional Expert Contractor will remain contracted by MVLA will remain on MVLA's payroll, will remain subject to MVLA's general personnel administration, and shall remain subject to MVLA's personnel policies, rules and regulations. The MVLA Professional Expert Contractor's salary will continue to be paid by MVLA. MVLA Professional Expert Contractor's full salary and benefits will continue to be paid by MVLA. MVLA shall further be responsible for payment of all Professional Expert Contractor salary and related benefits, pension, insurance, taxes and withholdings required under MVLA's personnel rules, policies and contracts and applicable federal and state law. MVLA shall be responsible for keeping and maintaining the personnel file and payroll and other records of Professional Expert Contractor. Professional Expert Contractor will not gain any employment rights or benefits (including, but not limited to tenure) from LASD and MVLA agrees to assign Professional Expert Contractor to LASD and MVWSD under this MOU.
8. Invoicing. MVLA will invoice LASD and MVWSD for all costs incurred for the period Professional Expert Contractor is performing the assigned Work for LASD and MVWSD. Reimbursement will include employee salary and benefits for the hours and/or number of workdays Professional Expert Contractor performs services for LASD and MVWSD. Reimbursement will also include any increases or decreases during the period of the MOU arising from increases or decreases in Professional Expert Contractor salary, benefits, and/or number of work days. Professional Expert Contractor will be subject to any salary adjustments that may be approved by the MVLA Board and/or Superintendent for the period specified above. Employee is entitled to all leaves, holidays, and vacation days which fall within the Professional Expert Contractor's assignment basis, for which the Professional Contractor is eligible. MVLA shall submit to LASD and MVWSD itemized invoices indicating the salary and benefit payments to be reimbursed, and such reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is submitted.
9. Scope of Cost. The fee paid to MVLA is intended to cover all of its costs and expenses related to loaning the Professional Expert Contractor to LASD and MVWSD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by LASD and MVWSD shall be the sole and exclusive consideration paid to MVLA for use of Professional.

10. Contractor Indemnification

- a. MVLA shall indemnify, defend, protect and hold harmless LASD and MVWSD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of MVLA's obligations under this MOU, except where caused by the sole negligence or willful misconduct of LASD and MVWSD or as otherwise provided or limited by law.
- b. LASD and MVWSD shall indemnify, defend, protect and hold harmless MVLA, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of LASD and MVWSD's obligations under this MOU, or (ii) an act or omission of Professional Contractor in performing Work for LASD and MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of MVLA or as otherwise provided by law. LASD and MVWSD specifically indemnifies MVLA from any and all liability, losses, claims, damages, expenses, demands, and costs associated with any legal action related to the provision of special education services incident to this MOU.
- c. The parties' obligations under these indemnification provisions shall survive the termination of this

MOU.

11. Entire MOU. This writing represents the entire MOU between the parties concerning Professional Contractor's Work for LASD and MVWSD and supersedes all prior oral and/or written negotiations, representations or contracts. This MOU may be amended only by a subsequent written contract approved and executed by both parties.

12. Successors and Assignment. This MOU shall bind and inure to the benefit of the successors and assigns of the parties; however, MVLA may change the Professional Contractor performing the Work under this MOU with the prior written consent of LASD and MVWSD.

13. Severability. If any part of this MOU is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding provided that each party still receives the benefits of this MOU.

14. No Third Party Beneficiaries. This MOU shall not be construed to create any third party beneficiaries. This MOU is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this MOU or any of its terms.

15. Governing Law. This MOU, including any exhibits, and any disputes arising out of this MOU shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and the venue for any lawsuit concerning or arising out of this MOU shall be the County of Santa Clara.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this MOU shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

Mountain View Los Altos High School District:

Attn: Megan Hunt
Interim Director of Special Education
1299 Bryant Ave
Mountain View, CA 94040

Los Altos School District

Attn: Jennifer Keicher
Director of Special Education Services
201 Covington Rd
Los Altos CA 94024

Mountain View-Whisman School District

Attn: Frank Selvaggio
Director of Special Ed
1400 Montecito Ave
Mountain View CA 94043

Any party may change its address by notifying the other party of the change in the manner provided above.

17. Entire Agreement and No Amendment Thereto . This MOU and any exhibits attached hereto constitute the entire MOU among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only in writing executed by both Parties to the MOU.

18. Anti-Discrimination. It is the policy of MVLA 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 PAUSD and MVWSD 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 and MVLA policy. In addition, LASD and MVWSD agree to require compliance by all its staff and subcontractors. LASD and MVWSD shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

19. Confidentiality. MVLA and LASD and MVWSD shall maintain the confidentiality of all information received in the course of performing this MOU. This requirement shall extend beyond the effective termination or expiration date of this MOU. In the event any Party receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), they shall abide by Education Code section 49073, including the following: (a) Parties shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Parties shall delete or otherwise dispose of student data in its possession after the termination of services under this MOU (c) Parties shall undertake reasonable precautions to protect the student data and shall promptly report to the other Parties any unauthorized access to the student data.

LASD

Erik Walukiewicz

Date

CBO

Jennifer Keicher

Date

Director of Special Education

MVWSD

Rebecca Westover

Date

CBO

Frank Selvaggio

Date

Director of Special Education

MVLA

Mike Mathieson

Date

CBO

Megan Hunt

Date

Interim Director of Special Education

EXHIBIT A

Loaned Professional Expert Contractor Work, Hours/Schedule, and Hourly Rate

Loaned Professional Expert Contractor to serve LASD .1 FTE and MVWSD .7 FTE for the 2025-2026 school year.

The loaned Professional Contractor will provide special education services to students in LASD and MVWSD in the area of Audiology, including but not limited to assessments, direct service, consultation with student and staff, and/or communication with any DHH providers. The loaned Professional Contractor will be credentialed in California.

LASD and MVWSD will pay their share of the full salary and benefits, phone and mileage incurred during the workday of the loaned Professional Expert Contractor for the days worked in the LASD and MVWSD. Equipment and instructional materials will be the responsibility of each district and will not be a shared cost. The cost of this person is based on a yearly salary rate and benefits that is anticipated to be \$266,429.42 (Salary: \$191,057; Benefits: \$73,002.58; Phone stipend \$ 800; and Mileage: \$1569.84) for the 2025-26 school year. If there is a raise or any retroactive pay each district will be responsible for their portion of the retroactive raise which is anticipated to be up to 5%. The loaned Professional Expert Contractor is expected to serve LASD .1 FTE and MVWSD students .7 FTE per week during the regular 2025-2026 school calendar year.

Based on the percentage of FTE assigned to each district

LASD 10%: Salary and Benefits: \$26,642.93 (Salary:\$19,105; Benefits: \$7,300.25; Phone stipend \$ 80.00; Mileage : 156.98)

MVWSD 70% : Salary and Benefits: \$ 186,500.89(Salary:\$133,739.90; Benefits:\$51,101.806 Phone stipend \$ 560; Mileage : \$1098.88)

MVLA 20% :Salary and Benefits: \$53,285.88 (Salary: \$38211.40; Benefits:\$14,600.51 ; Phone stipend \$ 160.00; Mileage \$313.968)

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

Vendor Name: Mountain View Las Altos High School District

***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

audiologist

- \$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

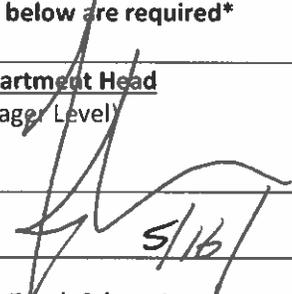
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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: <u></u> | Signature: <u></u> |
| Date: <u>5/16/</u> , 20 <u>25</u> | Date: <u>5/22</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education

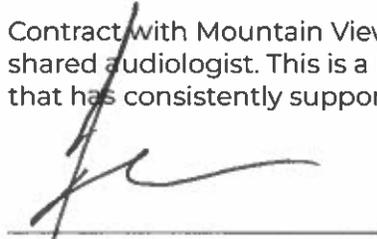
Checklist not required for school sites

audiology \$ 186,500.89
06 7 TE

May 15, 2025

Explanation:

Contract with Mountain View Los Altos School District and Los Altos School District for a shared audiologist. This is a long-standing, collaborative agreement between the districts that has consistently supported the needs of our students.



[Frank Selvaggio](#)

Special Education Director

JUSTIFICATION REMARKS

Date: June 3, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Mountain View Los Altos Union High School District (MVLA)

Reason: Potential 10% additional cost to Salary and Benefits during 2025-26 school year

Remarks: The district is seeking to contract with Mountain View Los Altos Union High School District the temporary loan of MVLA Professionals to perform services in support of our Deaf/Hard of Hearing (DHOH) and Audiology services during the 25/26 school year. We will be adding an additional 10% to the cost of these contract to cover any salary and benefits increases their district might experience during the 25/26 school year. This accounts for the difference in the actual contract amount and the amount we are requesting the Board approve for both of these services.

**MEMORANDUM OF UNDERSTANDING
PROFESSIONAL EXPERT CONTRACT PROFESSIONAL EXCHANGE MOU
BETWEEN MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT,
FREMONT UNION HIGH SCHOOL DISTRICT
AND MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT**

DHOH Position 2025-26 School year

This Memorandum of Understanding (“MOU”) is entered into this August 1st, 2025, by and between Mountain View Los Altos Union School District (“MVLA”), Mountain View-Whisman (MVWSD”, and Fremont Union High School District (“FUHSD”, collectively “Parties”), who agree as follows:

RECITALS

Whereas, the FUHSD requests the temporary loan of a MVLA Professional Contractor to perform services in support of its Deaf/Hard of Hearing (“DHH”) program as described in Exhibit A, attached hereto and incorporated herein (“Work”), for the period indicated below (see “Term”).

Whereas the MVWSD requests the temporary loan of an MVLA Professional Contractor to perform services in support of its Deaf/Hard of Hearing (“DHH”) program as described in Exhibit A, attached hereto and incorporated herein (“Work”), for the period indicated below (see “Term”).

Whereas MVLA contracts an individual (“Professional Expert Contractor”) who possesses a credential in DHH, and has the appropriate education, skills, and experience to perform the Work described in Exhibit A.

Whereas FUHSD agrees to assign Professional Expert Contractor to .4 FTE, and MVLA agrees to .2 FTE, on and subject to the terms of this MOU.

Whereas MVWSD agrees to assign Professional Expert Contractor to .4 FTE, and MVLA agrees to .2 FTE, on and subject to the terms of this MOU.

AGREEMENT

NOW, THEREFORE, the Parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. Scope of Services. MVLA agrees to assign a Professional Expert Contractor to FUHSD for .4 FTE. MVLA agrees to assign Professional Expert Contractor to MVWSD for .4 FTE (“Assignment”) to provide special services as described in Exhibit A, attached hereto and incorporated herein. Professional Contractor is required to hold a DHH credential and any other prerequisite credentials for the terms of this MOU.

2. Term of the MOU. The term of this MOU will be August 1, 2025 through June 5, 2026 subject to termination as set forth herein.

3. Compensation. During this assignment, Employee shall remain contracted by MVLA. MVWSD and FUHSD agree to reimburse MVLA for all costs incurred in the performance of this MOU.

4. Supervision. When working for FUHSD and MVWSD , Professional Expert Contractor shall be under the supervision and direction of FUHSD and MVWSD and its management and supervisory employees. At all other times the Parties agree that MVLA maintains the authority to direct and oversee the work performed by Professional Contractor.

5. Termination. MVLA , MVWSD, or FUHSD may, at any time, with or without reason, terminate this MOU by providing sixty (60) days prior written notice to the other party.

6. Office Space. MVLA shall be responsible for providing Professional Expert Contractor with office space, support services, materials, supplies, tools, and equipment appropriate to perform the work. There will not be a shared cost of equipment or instructional materials and each district will purchase their own materials. materials, supplies, tools and equipment.

7. General Employer Responsibilities. Professional Contractor will remain contracted by MVLA, will remain on MVLA's payroll, will remain subject to MVLA's general personnel administration, and shall remain subject to MVLA's personnel policies, rules and regulations. The MVLA Professional Expert Contractor's full salary and benefits will continue to be paid by MVLA. MVLA shall further be responsible for payment of all Professional Expert Contractor salary and related benefits, pension, insurance, taxes and withholdings required under MVLA's personnel rules, policies and contracts and applicable federal and state law. MVLA shall be responsible for keeping and maintaining the personnel file and payroll and other records of Professional Expert Contractor . Professional Expert Contractor will not gain any employment rights or benefits (including, but not limited tenure) from FUHSD and MVWSD under this MOU.

8. Invoicing. MVLA will invoice FUHSD and MVWSD for all costs incurred for the period Professional Expert. Contractor is performing the assigned Work for FUHSD and MVWSD . Reimbursement will include any employee salary and benefits for the hours and/or number of work days Professional Expert Contractor performs services for FUHSD and MVWSD. Reimbursement will also include any increases or decreases during the period of the MOU arising from increases or decreases in Professional Expert Contractor salary, benefits, and/or number of work days. Professional Expert Contractor will be subject to any salary adjustments that may be approved by the MVLA Board and/or Superintendent for the period specified above. Employee is entitled to all leaves, holidays, and vacation days which fall within the Professional Expert Contractor's assignment basis, for which the Professional Contractor is eligible. MVLA shall submit to FUHSD and MVWSD itemized invoices indicating the salary and benefit payments to be reimbursed, and such reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is submitted.

9. Scope of Cost. The fee paid to MVLA is intended to cover all of its costs and expenses related to loaning the Professional Expert Contractor to FUHSD and MVWSD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by FUHSD shall be the sole and

exclusive consideration paid to MVLA for use of Professional

10. Contractor Indemnification

a. MVLA shall indemnify, defend, protect and hold harmless FUHSD and MVWSD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of MVLA's obligations under this MOU, except where caused by the sole negligence or willful misconduct of FUHSD and MVWSD or as otherwise provided or limited by law.

b. FUHSD and MVWSD shall indemnify, defend, protect and hold harmless MVLA, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of MVWSD and FUHSD's obligations under this MOU, or (ii) an act or omission of Professional Contractor in performing Work for FUHSD and MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of MVLA or as otherwise provided by law. FUHSD and MVWSD specifically indemnifies MVLA from any and all liability, losses, claims, damages, expenses, demands, and costs associated with any legal action related to the provision of special education services incident to this MOU.

c. The parties' obligations under these indemnification provisions shall survive the termination of this MOU.

11. Entire MOU. This writing represents the entire MOU between the parties concerning Professional

Contractor's Work for FUHSD and MVWSD, and supersedes all prior oral and/or written negotiations, representations or contracts. This MOU may be amended only by a subsequent written contract approved and executed by both parties.

12. Successors and Assignment. This MOU shall bind and inure to the benefit of the successors and assigns of the parties; however, MVLA may change the Professional Contractor performing the Work under this MOU with the prior written consent of FUHSD and MVWSD.

13. Severability. If any part of this MOU is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this MOU.

14. No Third Party Beneficiaries. This MOU shall not be construed to create any third party beneficiaries. This MOU is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this MOU or any of its terms.

15. Governing Law. This MOU, including any exhibits, and any disputes arising out of this MOU shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and the venue for any lawsuit concerning or arising out of this MOU shall be the County of Santa Clara.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this MOU shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

Mountain View Los Altos School District:

Attn: Interim Director of Special Education **Megan Hunt**
1299 Bryant Ave
Mountain View, CA 94040

Fremont Union High School District

Attn: Director of Special Education **Nancy Sullivan**
589 W. Fremont Ave Sunnyvale, CA
94087

Mountain View-Whisman School District

Attn: Director of Special Education **Frank Selvaggio**
1400 Montecito Avenue
Mountainview, CA 94043

Any party may change its address by notifying the other party of the change in the manner provided above.

17. Entire Agreement and No Amendment Thereto. This MOU and any exhibits attached hereto constitute the entire MOU among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only in writing executed by both Parties to the MOU.

18. Anti-Discrimination. It is the policy of MVLA 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 FUHSD and MVWSD 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 and MVLA policy. In addition, FUHSD and MVWSD agree to require compliance by all its staff and subcontractors. FUHSD and MVWSD shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

19. Confidentiality. MVLA, MVWSD and FUHSD shall maintain the confidentiality of all information received in the course of performing this MOU. This requirement shall extend beyond the effective termination or expiration date of this MOU. In the event any Party receives student data protected by the Family Educational Rights and Privacy Act (“FERPA”), they shall abide by Education Code section 49073, including the following: (a) Parties shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Parties shall delete or otherwise dispose of student data in its possession after the termination of services under this MOU (c) Parties shall undertake reasonable precautions to protect the student data and shall promptly report to the other Parties any

EXHIBIT A

Loaned Professional Expert Contractor Work, Hours/Schedule, and Hourly Rate

Loaned Professional Expert Contractor to serve FUHSD .4 FTE and MVWSD .4 FTE and .2 MVLA for the 2025-2026 school year.

FUHSD and MVWSD will pay the share of the full salary and benefits, equipment, instructional material, phone and mileage incurred during the workday of the loaned Professional Expert Contractor for the days worked in the FUHSD and MVWSD. The cost of this person is based on a yearly salary rate and benefits: \$265,112.90 (Salary: \$185,972.00; Benefits: \$76,771.06; Phone stipend \$ 800; and Mileage: \$ 1569.84). for the 2025-26 school year. If there is a raise or any retroactive pay each district will be responsible for their portion of the retroactive raise which is anticipated to be up to 5%. The loaned Professional Expert Contractor is expected to serve FUHSD .4 FTE and MVWSD students .4 FTE per week during the regular 2025- 2026 school calendar year.

Based on the percentage of FTE assigned to each district

FUHSD 40%: Salary and Benefits: \$106,045.15 (Salary: \$74,388.80; Benefits:\$30,708.42; Phone stipend \$ 320; Mileage : \$627.93)

MVWSD 40% : Salary and Benefits :\$106,045.15 (Salary:\$74,388.80; Benefits:\$30,708.42 ; Phone stipend \$ 320; Mileage : \$627.93)

MVLA 20% :Salary and Benefits : \$53,022.57 (Salary: \$37,194.40; Benefits:\$15354.21; Phone stipend \$ 160; Mileage:313.96).

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

Vendor Name: Mountain View Las Altos High School District

***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 DHF

- \$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 Office}

- 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.

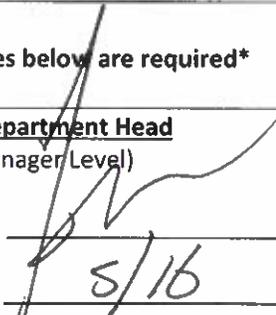
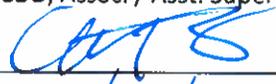
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>5/16</u> , 20 <u>25</u> | Date: <u>5/22/25</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education DH-OH

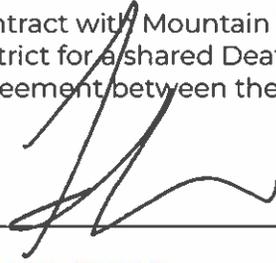
Checklist not required for school sites

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May 15, 2025

Explanation:

Contract with Mountain View Los Altos School District and Fremont Union High School District for a shared Deaf and Hard of Hearing Specialist. This is a long-standing, collaborative agreement between the districts that has consistently supported the needs of our students.



[Frank Selvaggio](#)

Special Education Director

JUSTIFICATION REMARKS

Date: June 3, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Mountain View Los Altos Union High School District (MVL A)

Reason: Potential 10% additional cost to Salary and Benefits during 2025-26 school year

Remarks: The district is seeking to contract with Mountain View Los Altos Union High School District the temporary loan of MVL A Professionals to perform services in support of our Deaf/Hard of Hearing (DHOH) and Audiology services during the 25/26 school year. We will be adding an additional 10% to the cost of these contract to cover any salary and benefits increases their district might experience during the 25/26 school year. This accounts for the difference in the actual contract amount and the amount we are requesting the Board approve for both of these services.

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

Vendor Name: Orbach Huff & Henderson LLP

***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: *Preferred vendor on 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)

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- 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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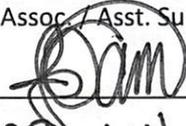
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Emergency Contracts {CBO Only}

- 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: <u></u> | Signature: <u></u> |
| Date: <u>June 2</u> , 20 <u>25</u> | Date: <u>03 JUN</u> , 20 <u>25</u> |
| Print Name: <u>Rebecca Westover</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Chief Business Officer</u> | Print Title: <u>Superintendent</u> |

For Department: District

Checklist not required for school sites



File No.

May 12, 2025

VIA E-MAIL ONLY

Rebecca Westover, Ed.D.
Chief Business Officer
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
rwestover@mvwsd.org

Re: Proposal for Legal Services

Dear Rebecca:

Thank you for the opportunity to continue to provide legal services to the Mountain View Whisman School District ("District"). This letter shall serve to outline the terms and conditions of our representation of the District. If you have any questions concerning any of the information provided in this letter, I welcome your call.

1. Scope of Services.

Our responsibilities shall be to represent the District in matters related to its public education mission from time to time as the District may request upon our mutual agreement.

2. Fees.

The measure for our services will be the actual time expended performing legal services at hourly rates in effect at the time services are performed for the lawyers, paralegals and clerks who are directly involved in the matters for which you have retained us. For the 2025-2026 fiscal year, we will charge the District at the following discounted rates: Partners/Of Counsel: \$395/hour; Senior Counsel: \$370/per hour; Associates: \$345/hour; Paralegals: \$225/hour; and Clerks at \$125/hour.

Our firm may change the hourly rates for its personnel. We will, however, advise you in writing as to any change in our hourly rates before they become effective and obtain your agreement to the change.

Attorneys at Law
www.ohhlegal.com

● 1901 Avenue of the Stars, Suite 575
Los Angeles, CA 90067

■ 6200 Stoneridge Mall Road, Suite 225
Pleasanton, CA 94588

■ 2877 Historic Decatur Road, Suite 200
San Diego, CA 92106

● 13181 Crossroads Parkway N., Suite 170
City of Industry, CA 91745

■ 667 Lighthouse Avenue, Suite 202
Pacific Grove, CA 93950

■ 333 City Blvd. West, Suite 1700
Orange, CA 92868

● 3600 Lime Street., Building 2 Office #218
Riverside, CA 92507



Rebecca Westover, Ed.D.
May 12, 2025
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3. Retainer.

As a matter of policy, we require clients of the firm to maintain a retainer to be applied towards fees and costs. In your instance, however, we are willing to waive this policy.

4. Expenses Incurred and Other Charges.

In addition to our fee, we will expect the District to reimburse us for all expenses we incur on its behalf, including expert witness fees, court reporters, long distance telephone calls, travel costs, postage, air freight, messenger services, computer research time, external printing costs and the like. We will bill you our direct costs for these expenses without mark-up. We will charge the District for all internal photocopying (at 10¢ per page) done by us with respect to District matters.

5. Billing Practices.

We will send an invoice to you monthly detailing all of the expenses incurred during the previous month. These invoices will be of sufficient detail to enable you to determine the nature of any expenses incurred. Payment is due upon receipt.

6. Termination of Representation.

The attorney-client relationship is one of mutual trust and confidence, and the District is, of course, free to terminate our relationship at any time. We will also be free to terminate the relationship at any time, and should that unlikely event occur, we will do so in a manner which complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. These rules permit us to withdraw if, among other reasons, your conduct renders it unreasonably difficult for us to carry out the representation effectively.

7. Professional Liability Insurance.

Orbach Huff & Henderson LLP carries professional errors and omissions liability insurance. No representation is made by Orbach Huff & Henderson LLP as to "insurance coverage" for the types of service which we may perform for the District.

8. Mediation, Binding Arbitration and Related Fees and Costs.

We look forward to a beneficial and mutually productive relationship with the District. If, however, you become dissatisfied for any reason with the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by mediation and, if mediation is unsuccessful through binding arbitration, rather than through court proceedings.



Rebecca Westover, Ed.D.
May 12, 2025
Page 3

Therefore, the parties will first attempt to resolve all disputes through mediation with a mediator mutually agreed to by the parties.

To the extent mediation is unsuccessful in resolving any dispute, the parties agree to proceed with binding arbitration. Arbitration is a process by which both parties to a dispute agree to submit the matter to an arbitrator and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are usually substantially less. Of course, you are encouraged to discuss the advisability of arbitration with other counsel or any of your other advisors and to ask any questions which you may have.

Any dispute based upon, arising out of or relating to our engagement, this letter agreement and/or the performance or non-performance of services (including, without limitation, claims of professional negligence) as well as any dispute as to the arbitrability of any such claims will be subject to binding arbitration to be held in Los Angeles County, California before a retired California superior court judge pursuant to the commercial arbitration rules of the American Arbitration Association. The arbitrator's award will be final and binding and judgment thereon may be entered in any court of competent jurisdiction. As a practical matter, by agreeing to arbitrate all parties are waiving the right to a jury trial.

In any dispute, at any stage, including mediation or arbitration, the parties shall bear their own attorneys' fees and costs.

9. File Retention and Destruction.

As discrete matters conclude, we may close those matters and we will retain a client file of that matter for a period of three (3) years. We may store some or all client file materials in a digital format. In the process of digitizing those documents, we will return to you any original paper documents provided by you. We will not return copies of paper documents provided by you unless you request those copies in writing. After a paper document is digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the 3-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

10. Term.

The term of this agreement and our representation of the District shall begin on the date you indicate by your signature below and shall continue unless our representation is terminated as indicated herein.



Rebecca Westover, Ed.D.
May 12, 2025
Page 4

If you agree with the foregoing, please sign this letter, and return it to me. Please keep a duplicate for your records. If you ever have any concerns about our work, please contact me at any time. I look forward to working with you and thank you again for your trust in choosing Orbach Huff & Henderson LLP.

Very truly yours,
ORBACH HUFF & HENDERSON LLP



Phil Henderson

The undersigned has read and understood this agreement, represents that he or she has the authority to execute this agreement on behalf of the District, and acknowledges that this agreement is subject to mediation and binding arbitration as provided above. The foregoing accurately sets forth all the terms of your engagement and is approved and accepted on _____, 2025.

By: _____

Title: _____

At its public meeting of _____, 2025, the District's Governing Board approved or ratified this Agreement.

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

| | |
|------------------------------|---|
| Local Education Agency (LEA) | <u>Mountain View Whisman School District</u> |
| Contract Year | <u>2025-2026</u> |
| Nonpublic School | <u>Pacific Autism Center for Education (PACE)</u> |
| Nonpublic Agency | <u></u> |

Type of Contract:

- Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
- Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

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

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2025-2026**

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Pacific Autism Center for Education, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

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

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

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

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

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

4. COMPLIANCE WITH LAWS

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

5. DEFINITIONS AND ACRONYMS

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

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

6. **NO DISCRIMINATION**

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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

7. GOVERNING LAW

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

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

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

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Pacific Autism Center for Education- Kurt Ohlfs 1880 Pruneridge Ave, Santa Clara, CA 95050. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

10. SUBCONTRACTS AND ASSIGNMENT

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

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

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

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

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

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

15. INSURANCE

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.

D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. CHANGE OF RESIDENCE

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

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

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

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

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

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

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

19. FACILITIES MODIFICATION

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

20. RENEWAL

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

21. ENTIRE AGREEMENT

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

22. SEVERABILITY CLAUSE

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

23. AUTHORIZED REPRESENTATIVE

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

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

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

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

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

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

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

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

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

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

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

29. REASONABLE VISITATION/ PARENT ACCESS

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

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

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

30. WITHDRAWAL BY PARENT

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

31. MEDICATIONS

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

32. ACCIDENT/INCIDENT REPORT

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

33. STUDENT RECORDS

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

34. ACCESS TO RECORDS

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

35. PROGRESS REPORTS

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

36. FORWARDING OF RECORDS

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

37. IEP/IFSP MEETINGS

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

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

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

38. STATEWIDE MANDATED ASSESSMENT

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

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

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

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

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

40. CLASS SIZE-NONPUBLIC SCHOOL

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

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

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

42. DUE PROCESS AND COMPLAINTS

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

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

43. STATE MEAL MANDATE

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

44. HEALTH AND SAFETY

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

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

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

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

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

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

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC [1414-1482](#) and 34 CFR [300.1-300.756](#). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

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

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

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

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

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

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

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

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

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

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

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

54. REPORTING OF MISSING CHILDREN

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

55. SEXUAL HARRASSMENT

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

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

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

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

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

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

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

58. STUDENT ABSENCES: AGENCY ONLY

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

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

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

Contractor is Open and LEA is Open or Closed

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

Contractor Closure

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

Both LEA and Contractor are Closed

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

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

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

62. INSTRUCTIONAL DAY

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

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

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

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

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

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

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

| A. Nonpublic School only | Rate | Period (specify) |
|--|---------------------------|------------------|
| <u>Basic Education Program</u> | \$ 404 per Day | |
| B. Designated Instruction and Service and/or Other Related Services | | |
| (1) Adapted Physical Education | \$ _____ | per _____ |
| (2) Behavior Intervention Services | \$174 (BID) \$88 (BII) | per Hour |
| (3) Day Treatment Services | _____ | per _____ |
| (4) Language/Speech Therapy/Group | \$142 | per Hour |
| (5) Language/Speech Therapy/Indiv. | \$219 | per Hour |
| (6) Mental Health | _____ | per _____ |
| a) Counseling/Group | _____ | per _____ |
| b) Counseling/Individual | _____ | per _____ |
| c) Counseling and Guidance | _____ | per _____ |
| (7) Occupational Therapy | \$219 (Ind) \$142 (Group) | per Hour |
| (8) One-on-One Aide | \$39 | per Hour |
| (9) Parent Counseling | _____ | per _____ |
| (10) Physical Therapy | _____ | per _____ |
| (11) Psychological Services | _____ | per _____ |
| (12) Residential Treatment Services | _____ | per _____ |
| <i>Educationally Related Mental Health Board and Care</i> | _____ | per _____ |
| (13) Social Work Services | _____ | per _____ |
| (14) Transportation (if required) | _____ | per _____ |
| (15) Other: Lunch | \$9 | per Day |
| Other: _____ | _____ | per _____ |
| Other: _____ | _____ | per _____ |

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period: or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's

withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

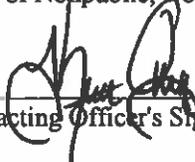
- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

Pacific Autism Center for Education

Name of Nonpublic, Nonsectarian School/Agency


Contracting Officer's Signature

Kurt Ohlfs, Executive Director

(Type) Name and Title

5/20/25

Date

LOCAL EDUCATION AGENCY (LEA)

Mountain View Whisman School District

Authorized Representative/School District

Signature

(Type) Name and Title

Date

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Pacific Autism Center for Education (PACE)

***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.

SELPA Master
 Contract is being used
 in lieu of 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 Office}

- 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.

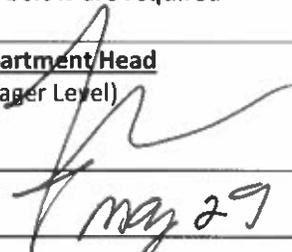
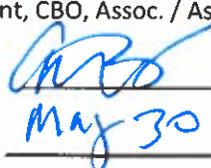
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>May 29</u> , 20 <u>25</u> | Date: <u>May 30</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education PACE NPS ES/only
\$18,254

Checklist not required for school sites

FW: PACE Contract

kurtohlfs@pacificautism.org <kurtohlfs@pacificautism.org>
Reply-To: kurtohlfs@pacificautism.org
To: Yesenia Murillo <yemurillo@mvwsd.org>

Fri, May 23, 2025 at 9:43 AM

Hi Yesenia,

The student, Matthew En-Liang, will transition to MVLA on 8/11/25. That is the day that MVLA has agreed to pick him up on their roster.

Since our school year ends on 6/27/25, this ISA is just for the PACE ESY period prior to his formal transition to MVLA. Therefore, the ISA just covers the period from 7/7/25 to 8/8/25.

With his departure, there will be no more students from PACE on the roster with Mtn View/Whisman.

Best regards,
Kurt

====

[Quoted text hidden]

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Peter Ingram Consulting

***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.

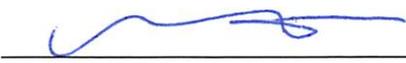
Contract for Energy Services That Will Generate Cost Savings

- 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: June <u>2</u> , 20 <u>25</u> | Date: June <u>03</u> , 20 <u>25</u> |
| 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



FIRST AMENDMENT TO
CONTRACT

[March 20, 2025]

THIS AMENDMENT is made by and between the Mountain View Whisman School District, a California public school district ("District") and Peter Ingram Consulting ("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 [March 20, 2025] (the "Contract"); and

WHEREAS, as of the Effective Date [May 29, 2025] the Parties mutually intend to amend the terms of the Contract to effectuate the intentions of the Parties set forth herein this Amendment;

NOW THEREFORE, for the valuable consideration, receipt of which is hereby acknowledged, District and Consultant/Contractor agree to amend the Contract as follows:

AMENDMENT

1. Defined Terms. Except as may be defined herein this Amendment, capitalized terms shall have the meaning prescribed to them in the Contract.
1. Contract Term. The Term of the Contract is extended to December 31, 2025.
2. Peter Ingram Consulting will provide additional support to MVWSD. MVWSD agrees to a not-to-exceed amount of \$60,000 for services, to be billed monthly at a rate of \$200 per hour based on actual hours worked. In addition, MVWSD agrees to a not-to exceed addition amount of \$1,800 for expenses, which will also be invoiced and paid on a monthly basis.
3. Expenses will be paid out of program 780.
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: _____, 2025

Dated: _____ May 21, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

CONSULTANT/CONTRACTOR

By: _____

By:  _____

Print Name: _____

Print Name: Peter C Ingram

Print Title: _____

Print Title: Owner/Principal - Peter Ingram Consulting

Justification Remarks

Date: June 02, 2025

Vendor: Peter Ingram Consulting

Reason: Amendment No. 1

Remarks: Peter Ingram has been working with the District with the Staff Housing Project. It is advantageous with the District to continue to work with him due to his specific skill set and knowledge of the project. It would be costly for the District to bring on a different consultant.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Lead Naturally 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:
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 - 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) licenses for special education student access to online readers, word warm-up for reading support

- ___ proposals 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.

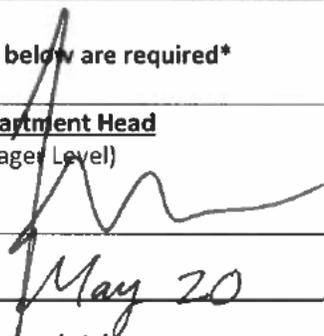
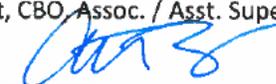
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>May 20</u> , 20 <u>25</u> | Date: <u>May 21</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education

*Read Naturally
licenses \$2,340*

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 _____, 20²⁵ ("Agreement"),
by and between and Mountain View Whisman School District ("District") and Read Naturally, 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.

[X] Option 1 - As indicated in Exhibit A - attached
Read five licenses

[X] 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).

[X] Option 1 - Flat Fee of \$ 2,340

[] Option 2 - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

[] Option 3 - Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 7/1/2025

Services End Date: 7/1/2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- [X] Signed Agreement
[X] Insurance Certificates & Endorsements
[X] W-9 Form

5. Classified Service

[] YES [X] NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor:
Street
City, State, Zip
Attn:

Read Naturally, Inc.
1284 Corporate Center Dr. #600
Saint Paul, MN 55121
Contract Manager

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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#: **41-1849426**

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)

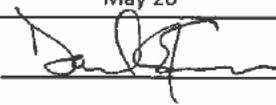
13. Dept/Site Budget Program

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

| | |
|--|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>May 20</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Frank Selvaggio</u></p> <p>Print Title: <u>Special Education Director</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Read Naturally, Inc.</u></p> <p>Dated: <u>May 20</u>, 2025</p> <p>Signature: <u></u></p> <p>Print Name: <u>Daniel J. Evans</u></p> <p>Print Title: <u>Director of Operations</u></p> |
|--|---|

| 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 |



1284 Corporate Center Dr, Ste 600
 Saint Paul, MN 55121-1279
 phone: 800.788.4085 651.452.4085
 website: www.readnaturally.com

Quote No: Q230927
 Quote Date: 5/20/2025
 Quote Expires: 7/30/2025

QUOTATION

Exhibit A

PO #
 Bill to: MOUNTAIN VIEW WHISMAN SCHOOL
 Accounts Payable
 1400 MONTECITO AVE
 MOUNTAIN VIEW, CA 94043

PO #
 Ship to: MOUNTAIN VIEW WHISMAN SCHOOL
 Frank Selvaggio
 1400 MONTECITO AVE
 MOUNTAIN VIEW, CA 94043

| QUANTITY | ITEM NO. | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|--|------------|----------|
| 90 | RL01C | Read Live Licenses Subscription period: 7/1/2025 through 7/1/2026 | 26.00 | 2,340.00 |

| | |
|------------|------------|
| SUBTOTAL: | \$2,340.00 |
| SHIPPING: | \$0.00 |
| SALES TAX: | \$0.00 |

ORDER TOTAL: \$2,340.00

ORDER NOTES

Read Live Account Information:

Read Live Account ID: 00063497
 Current Main Account Administrator: Frank Selvaggio

Read Live Account Manager:

Customer Service, customerservice@readnaturally.com
 800.788.4085 option 2

***Note regarding license reduction: In order for us to reduce the number of licenses in your account, you must first remove the excess licenses from your students and school(s). If you need assistance, please call Read Naturally Tech Support at 800.788.4085 option 3.

****IMPORTANT INVOICE INFORMATION****

Upon order placement, invoice will be sent by Email (accountspayable@mvwsd.org). Please let us know if you have a different delivery preference.

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment
and follow on-screen prompts

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Research Institute for Learning and Development 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.

licenses for special education teachers to access lessons and

Contract for Educational Materials (Ed Services) teaching strategies on line.

- ___ proposals 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.

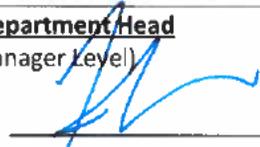
Contract for Energy Services That Will Generate Cost Savings

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: <u>May 30</u> , 20 <u>25</u> | Date: <u>June 2</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |
| For Department: <u>Special Education</u> <u>Research Institute licenses</u> | |

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 Research Institute for Learning and Development, 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.

[X] Option 1 - As indicated in Exhibit A – attached [] Option 2 - Services explained as follows:
License Renewal for SMARTS, provides elementary teachers with executive functioning lessons.

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).

[X] Option 1 – Flat Fee of \$ 3,861
[] 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: 07/31/2025 Services End Date: 07/31/2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement
until Contractor has submitted the following documents.

- [X] Signed Agreement
[X] Insurance Certificates & Endorsements
[X] W-9 Form

5. Classified Service

[] YES [X] NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-
44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law
mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement
System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either
personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day
next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Research Institute For Learning & Development, Inc.
Street 4 Militia Drive, Suite 20
City, State, Zip Lexington, MA 02421
Attn: Jennifer Bruno

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor’s Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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: Nonprofit 501 (c)(3) Organization

Employer Identification and/or SSN#: 22-3116794

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)

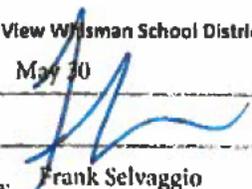
13. Dept/Site Budget Program

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: <u>Research Institute for Learning and Development, Inc.</u> |
| Dated: <u>May 30</u> , 20 <u>25</u> | Dated: <u>May 30</u> , 20 <u>25</u> |
| Signature:  | Signature: <u>Jennifer Bruno</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Jennifer Bruno</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Accounting Assistant</u> |

| APPROVAL | |
|--|------------------------------------|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20 <u>25</u> | Dated: _____, 20 <u>25</u> |
| Signature: _____ | Signature: _____ |
| Print Name: <u>Cathy Baur</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Associate Superintendent</u> | Print Title: <u>Superintendent</u> |

| Board of Trustees Action (District Office Use Only) | | | |
|---|---------------------|--------------|--------------------|
| Board of Trustees Meeting Date: _____ | For Contract: _____ | Review _____ | Ratification _____ |



Research Institute for
Learning and Development
Exhibit A

Company Address 4 Militia Drive, Suite 20
Lexington, Massachusetts 02421
United States

Created Date 5/12/2025
Expiration Date 7/31/2025
Quote Number 00003140

Prepared By Lorissa Gomez
Email lgomez@researchild.org

Contact Name Frank Selvaggio

Bill To Name Mountain View Whisman School District
Bill To 1400 Montecito Ave.
Mountain View, California 94043
United States

Ship To Name Mountain View Whisman School District
Ship To United States

| Product | List Price | Quantity | Sales Price | Total Price |
|--|------------|----------|-------------|-------------|
| SMARTS Secondary Single User - Renewal | \$599.00 | 9.00 | \$429.00 | \$3,861.00 |
| Grand Total | | | | \$3,861.00 |

TERMS AND CONDITIONS

SMARTS Executive Function Curriculum Terms of Use

The SMARTS program, including but not limited to the SMARTS Secondary, SMARTS Premium, SMARTS CONNECT, SMARTS Elementary, SMARTS @Home and MetaCOG Survey and Toolkit curriculum products: student workbooks; and all related training, lectures, presentations, research findings, publications, concepts, ideas, exercises, graphics, explanations, and/or all materials available via ResearchILD's Websites and any and all other formats are the exclusive property of ResearchILD. Hereinafter all such materials will be referred to as the "SMARTS Curriculum" or "SMARTS".

1. Only an authorized individual(s) may utilize the SMARTS Curriculum, an authorized individual ("LICENSEE") is someone who has an up-to-date, fully paid individual, clinic, or school license to use the specified curriculum product(s), (i.e., SMARTS Secondary, SMART Elementary and/or MetaCOG). Licenses are effective for one year from the date of issue and must be renewed on an annual basis.
2. To access the specified SMARTS Curriculum product, each LICENSEE must have an individual license assigned by ResearchILD via a unique LICENSEE name and password. If the license is purchased by a school or other organization on behalf of a LICENSEE, the license may be reassigned to another LICENSEE during the license term by contacting ResearchILD to cancel access and request a new LICENSEE name and password.
3. SMARTS Curriculum licenses may not be shared or used by more than one LICENSEE. The SMARTS Curriculum may be used solely for LICENSEE'S students and/or clients. SMARTS may not be distributed, shared, copied or made available for use by anyone other than the authorized LICENSEE. If the LICENSEE has a license assigned by LICENSEE'S school or other organization, SMARTS may be utilized solely for such school's/organization's students. The school/organization that purchased the license(s) is responsible for ensuring all LICENSEES are made aware of and comply with these Intellectual Property terms.
4. LICENSEE may not utilize the SMARTS Curriculum in the following manner without specific written permission from ResearchILD:
 - With students and/or clients as part of an on-line education program, virtual school, or any other remote access program or service with the following exception. Subject to the other Terms of Use included herein, a LICENSEE may upload SMARTS Materials to their own electronic classroom for use with their students.
 - As part of a training program or course for teachers, psychologists, educational therapists and/or any other professions.
 - Any other manner not expressly permitted under these Terms of Use.
5. Use of the SMARTS materials is subject to the Terms of Use described herein. By using any or all of the SMARTS materials, LICENSEE is acknowledging that LICENSEE has read, understood and agreed to be bound by these Terms of Use. If LICENSEE does not agree to these Terms of Use, LICENSEE should not utilize the materials.



Research Institute for
Learning and Development

6. SMARTS materials may only be utilized in their original form with all trademarks, logos and intellectual property language intact. Any permitted use of SMARTS content not in its original form must be clearly identified and have the following reference language included in a visible location: "©2014-2024 ResearchILD. All rights reserved. Use is by permission only."

7. LICENSEE may not: a) modify, b) make improvements, and/or c) create derivative works or adjusted versions of SMARTS (hereinafter referred to as "Modifications") without written permission from ResearchILD. In the event that LICENSEE makes Modifications to SMARTS, LICENSEE hereby acknowledges and agrees that such Modifications: a) must immediately be provided to ResearchILD and b) shall become the exclusive property of ResearchILD. LICENSEE does not retain any ownership or other rights in the Modifications except for the limited, non-transferable license to use the Modifications in accordance with these Terms of Use. Notwithstanding the foregoing, LICENSEE may customize individual handouts or slides for use with LICENSEE's students/clients only.

***Any questions about these Terms of Use or requests for further information should be directed to
ResearchILD 4 Militia Drive, Suite 20, Lexington, MA 02421, Telephone: 781-861-3711.***

SMARTS Online is an evidence-based curriculum for teaching executive function strategies. The current curriculum is based on ten years of research and in-school studies completed by ResearchILD staff under the direction of Dr. Lynn Meltzer. The SMARTS Online curriculum has been successfully beta-tested in public, private, charter, and home schools across the US.



SMARTS provides elementary grade teachers with 30 lessons that they can use to teach students strategies for accessing important executive function processes—goal setting, organizing, prioritizing, thinking flexibly, remembering, and self-monitoring. Students develop the self-understanding to know which strategies work best for them as well as why, where, when, and how to use those strategies to complete their work.

The SMARTS Elementary School Curriculum works with existing curricula in general education classrooms, special education classrooms, and learning centers and is designed for students in grades 2-5. Since each lesson is divided into four 20-minute sessions, teachers have the flexibility to integrate lessons into the daily practice of their elementary school classroom.

Unit 1: Introduction: Building a Community of Metacognitive Learners

- **Lesson 1: How do I think about my thinking?**
 - Students engage in a discussion about "metacognition" and identify their personal strengths and challenges and the strategies they use in their everyday lives.
- **Lesson 2: How can I manage my work?**
 - Students complete an activity that introduces them to the five executive function processes and helps them to identify their strengths and challenges in three of these processes.
- **Lesson 3: How do I think flexibly?**
 - Students discuss the concept of cognitive flexibility and its importance for strategy use. They complete an activity that illustrates how words can have multiple meanings.
- **Lesson 4: How can I use strategies to help me?**
 - Students identify how to make strategies individualized, systematic, efficient, and effective (I-SEE). Then, they examine their own strategies, refining them to ensure they fit the I-SEE model.

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 Research Institute for Learning and Development, 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.

[X] Option 1 - As indicated in Exhibit A – attached [] Option 2 - Services explained as follows:
License Renewal for SMARTS, provides elementary teachers with executive functioning lessons.

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).

[X] Option 1 – Flat Fee of \$ 3,861
[] 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: 07/31/2025 Services End Date: 07/31/2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement
until Contractor has submitted the following documents.

- [X] Signed Agreement
[X] Insurance Certificates & Endorsements
[X] W-9 Form

5. Classified Service

[] YES [X] NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-
44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law
mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement
System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either
personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day
next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Research Institute For Learning & Development, Inc.
Street 4 Militia Drive, Suite 20
City, State, Zip Lexington, MA 02421
Attn: Jennifer Bruno

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor’s Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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: Nonprofit 501 (c)(3) Organization

Employer Identification and/or SSN#: 22-3116794

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)

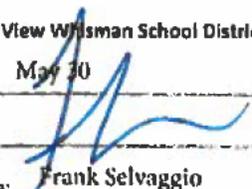
13. Dept/Site Budget Program

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: <u>Research Institute for Learning and Development, Inc.</u> |
| Dated: <u>May 30</u> , 20 <u>25</u> | Dated: <u>May 30</u> , 20 <u>25</u> |
| Signature:  | Signature: <u>Jennifer Bruno</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Jennifer Bruno</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Accounting Assistant</u> |

| APPROVAL | |
|--|------------------------------------|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20 <u>25</u> | Dated: _____, 20 <u>25</u> |
| Signature: _____ | Signature: _____ |
| Print Name: <u>Cathy Baur</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Associate Superintendent</u> | Print Title: <u>Superintendent</u> |

| Board of Trustees Action (District Office Use Only) | | | |
|---|---------------------|--------------|--------------------|
| Board of Trustees Meeting Date: _____ | For Contract: _____ | Review _____ | Ratification _____ |



Research Institute for
Learning and Development
Exhibit A

Company Address 4 Militia Drive, Suite 20
Lexington, Massachusetts 02421
United States

Created Date 5/12/2025
Expiration Date 7/31/2025
Quote Number 00003140

Prepared By Lorissa Gomez
Email lgomez@researchild.org

Contact Name Frank Selvaggio

Bill To Name Mountain View Whisman School District
Bill To 1400 Montecito Ave.
Mountain View, California 94043
United States

Ship To Name Mountain View Whisman School District
Ship To United States

| Product | List Price | Quantity | Sales Price | Total Price |
|--|------------|----------|-------------|-------------|
| SMARTS Secondary Single User - Renewal | \$599.00 | 9.00 | \$429.00 | \$3,861.00 |
| Grand Total | | | | \$3,861.00 |

TERMS AND CONDITIONS

SMARTS Executive Function Curriculum Terms of Use

The SMARTS program, including but not limited to the SMARTS Secondary, SMARTS Premium, SMARTS CONNECT, SMARTS Elementary, SMARTS @Home and MetaCOG Survey and Toolkit curriculum products: student workbooks; and all related training, lectures, presentations, research findings, publications, concepts, ideas, exercises, graphics, explanations, and/or all materials available via ResearchILD's Websites and any and all other formats are the exclusive property of ResearchILD. Hereinafter all such materials will be referred to as the "SMARTS Curriculum" or "SMARTS".

1. Only an authorized individual(s) may utilize the SMARTS Curriculum, an authorized individual ("LICENSEE") is someone who has an up-to-date, fully paid individual, clinic, or school license to use the specified curriculum product(s), (i.e., SMARTS Secondary, SMART Elementary and/or MetaCOG). Licenses are effective for one year from the date of issue and must be renewed on an annual basis.
2. To access the specified SMARTS Curriculum product, each LICENSEE must have an individual license assigned by ResearchILD via a unique LICENSEE name and password. If the license is purchased by a school or other organization on behalf of a LICENSEE, the license may be reassigned to another LICENSEE during the license term by contacting ResearchILD to cancel access and request a new LICENSEE name and password.
3. SMARTS Curriculum licenses may not be shared or used by more than one LICENSEE. The SMARTS Curriculum may be used solely for LICENSEE'S students and/or clients. SMARTS may not be distributed, shared, copied or made available for use by anyone other than the authorized LICENSEE. If the LICENSEE has a license assigned by LICENSEE'S school or other organization, SMARTS may be utilized solely for such school's/organization's students. The school/organization that purchased the license(s) is responsible for ensuring all LICENSEES are made aware of and comply with these Intellectual Property terms.
4. LICENSEE may not utilize the SMARTS Curriculum in the following manner without specific written permission from ResearchILD:
 - With students and/or clients as part of an on-line education program, virtual school, or any other remote access program or service with the following exception. Subject to the other Terms of Use included herein, a LICENSEE may upload SMARTS Materials to their own electronic classroom for use with their students.
 - As part of a training program or course for teachers, psychologists, educational therapists and/or any other professions.
 - Any other manner not expressly permitted under these Terms of Use.
5. Use of the SMARTS materials is subject to the Terms of Use described herein. By using any or all of the SMARTS materials, LICENSEE is acknowledging that LICENSEE has read, understood and agreed to be bound by these Terms of Use. If LICENSEE does not agree to these Terms of Use, LICENSEE should not utilize the materials.



Research Institute for
Learning and Development

6. SMARTS materials may only be utilized in their original form with all trademarks, logos and intellectual property language intact. Any permitted use of SMARTS content not in its original form must be clearly identified and have the following reference language included in a visible location: "©2014-2024 ResearchILD. All rights reserved. Use is by permission only."

7. LICENSEE may not: a) modify, b) make improvements, and/or c) create derivative works or adjusted versions of SMARTS (hereinafter referred to as "Modifications") without written permission from ResearchILD. In the event that LICENSEE makes Modifications to SMARTS, LICENSEE hereby acknowledges and agrees that such Modifications: a) must immediately be provided to ResearchILD and b) shall become the exclusive property of ResearchILD. LICENSEE does not retain any ownership or other rights in the Modifications except for the limited, non-transferable license to use the Modifications in accordance with these Terms of Use. Notwithstanding the foregoing, LICENSEE may customize individual handouts or slides for use with LICENSEE's students/clients only.

***Any questions about these Terms of Use or requests for further information should be directed to
ResearchILD 4 Militia Drive, Suite 20, Lexington, MA 02421, Telephone: 781-861-3711.***

SMARTS Online is an evidence-based curriculum for teaching executive function strategies. The current curriculum is based on ten years of research and in-school studies completed by ResearchILD staff under the direction of Dr. Lynn Meltzer. The SMARTS Online curriculum has been successfully beta-tested in public, private, charter, and home schools across the US.

SMARTS provides elementary grade teachers with 30 lessons that they can use to teach students strategies for accessing important executive function processes—goal setting, organizing, prioritizing, thinking flexibly, remembering, and self-monitoring. Students develop the self-understanding to know which strategies work best for them as well as why, where, when, and how to use those strategies to complete their work.



The SMARTS Elementary School Curriculum works with existing curricula in general education classrooms, special education classrooms, and learning centers and is designed for students in grades 2-5. Since each lesson is divided into four 20-minute sessions, teachers have the flexibility to integrate lessons into the daily practice of their elementary school classroom.

Unit 1: Introduction: Building a Community of Metacognitive Learners

- **Lesson 1: How do I think about my thinking?**
 - Students engage in a discussion about "metacognition" and identify their personal strengths and challenges and the strategies they use in their everyday lives.
- **Lesson 2: How can I manage my work?**
 - Students complete an activity that introduces them to the five executive function processes and helps them to identify their strengths and challenges in three of these processes.
- **Lesson 3: How do I think flexibly?**
 - Students discuss the concept of cognitive flexibility and its importance for strategy use. They complete an activity that illustrates how words can have multiple meanings.
- **Lesson 4: How can I use strategies to help me?**
 - Students identify how to make strategies individualized, systematic, efficient, and effective (I-SEE). Then, they examine their own strategies, refining them to ensure they fit the I-SEE model.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Ro Health, 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 *on approved vendor list*

- \$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: <u>May 16</u> , 20 <u>25</u> | Date: <u>5/14</u> , 20 <u>25</u> |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>Associate Superintendent</u> |

For Department: FSSP - ELOP funded After School and Intersessions, Including Summer - \$420,000

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 Ro Health, 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:

Healthcare staffing. See Exhibit A for additional information.

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: See Exhibit A

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: Ro Health, LLC
1400 Montecito Ave. Street 440 N Barranca Ave #1884
Mountain View, CA 94043 City, State, Zip Covina, CA 91723
Attn: Chief Business Officer Attn: Chief Administrative Officer

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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 Hired and Non-Owned | \$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: CAO

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. * 1.1 Cancellation. see bottom of this page
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:

GAO

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

| | |
|--|--|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>May 28</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Geoff Chang</u></p> <p>Print Title: <u>Director of Federal, State, and Strategic Programs</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Ro Health, LLC</u></p> <p>Dated: <u>May 19th</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Alexandria Oleson</u></p> <p>Print Title: <u>Contract Manager</u></p> |
|--|--|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

| | | | |
|--|---------------|--------|--------------|
| Board of Trustees Action (District Office Use Only) | | | |
| Board of Trustees Meeting Date: _____ | For Contract: | Review | Ratification |

Automobile Liability Disclosure

By signing below, under penalty of perjury, Ro Health, LLC (hereinafter referred to as RO HEALTH) certifies to the Mountain View Whisman School District's governing board the following:

RO HEALTH shall not be required to obtain Type 1 automobile insurance coverage for "Owned Autos" due to the fact that RO HEALTH does not own any company automobiles;

RO HEALTH shall only procure and maintain automobile liability insurance coverage for "Hired Autos" and "Non-Owned Autos" with a combined single limit of two million dollars (\$2,000,000); and

In the event that RO HEALTH obtains or purchases an automobile, RO HEALTH will also obtain "Owned Autos" insurance coverage.

RO HEALTH further certifies that any RO HEALTH employees are obligated to comply with all state and local laws regarding their personal vehicle(s) and any corresponding personal automobile insurance obligations.

RO HEALTH

 5/19/2025
Signature and Date

Alexandria Oleson, Contract Manager
Name and Title

EXHIBIT A
PERSONNEL HOURLY RATES FOR CLIENT

| Nursing Hourly Rates | |
|--------------------------------|----------|
| CNA | \$51.50 |
| LVN | \$73.00 |
| RN | \$90.00 |
| Credentialed School Nurse - RN | \$130.00 |
| Audiologist | \$130.00 |

| Psych and Behavioral Hourly Rates | |
|---|----------|
| Behavioral Intervention Services (RBT / BCA) | \$64.00 |
| Instructional/Non-Instructional Para | \$52.00 |
| Social Worker | \$94.00 |
| BCBA | \$140.00 |
| LMFT | \$130.00 |
| Special Education Teacher | \$145.00 |
| Psychologist | \$140.00 |

PERSONNEL IN-PERSON HOURLY RATES FOR CLIENT

| Therapy Hourly Rates | |
|---------------------------------------|---------------------|
| Occupational Therapist | \$115.25 - \$125.25 |
| Certified Occupational Therapy Asst | \$68.23 - \$78.23 |
| Physical Therapist | \$125.63 - \$135.63 |
| Physical Therapist Assistant | \$68.23 - \$78.23 |
| Speech-Language Pathologist Assistant | \$68.23 - \$78.23 |
| Speech-Language Pathologist | \$145.75 - \$155.75 |

PERSONNEL VIRTUAL HOURLY RATES FOR CLIENT

| Staff Rates 24-25 | |
|-----------------------------|---------------------|
| Occupational Therapist | \$105.25 - \$115.25 |
| Speech Language Pathologist | \$115.75 - \$125.75 |

In no event will CLIENT request that a Non-Instructional Paraprofessional perform the duties of an Instructional Paraprofessional.

Exhibit A Continued - Ro Health PSA - SY 2025-26

"Ro Health will provide personnel to support students with Individualized Education Programs (IEPs) in accordance with staffing needs identified by the district. Services may include support during district-designated after-school programs and intersession periods for which the student also qualifies. Staffing will correspond to the student's active instructional calendar, including the regular school year and any district-approved extended year or summer programming.

Services are not typically provided during school recess periods—such as winter break, spring break, intersessions, or the time between summer programming and the start of the fall semester—unless the district specifically requests them.

Staffing assignments will follow schedules provided by the district. There is no minimum number of service hours associated with each student assignment, and hours may vary based on the district's needs."

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 <i>Specific Instructions</i> 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.) | |
| | Ro Health, 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. | |
| | <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the United States.)</i> | |
| 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 <input type="checkbox"/> | | |
| 5 Address (number, street, and apt. or suite no.). See instructions. | | |
| P.O. Box 846149 | | |
| 6 City, state, and ZIP code | | |
| Los Angeles, CA 90084-6149 | | |
| 7 List account number(s) here (optional) | | |
| Requester's name and address (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.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 4 | 6 | - | 3 | 0 | 4 | 9 | 9 | 7 | 2 |

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.

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 <u>2/14/2025</u> |
|------------------|--------------------------|-----------------------|

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

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.

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* |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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 20 North Martingale Road Schaumburg IL 60173 | CONTACT NAME: Emilce Garcia PHONE (A/C, No, Ext): (847) 908-8806 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Emilce.Garcia@MarshMMA.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Ro Health, LLC 1900 W Nickerson Street, Suite 200 Seattle WA 98119 | INSURER A : Coverys Specialty Insurance Co NAIC # 15686 | |
| | INSURER B : AXIS Insurance Company NAIC # 37273 | |
| | INSURER C : Praetorian Insurance Company NAIC # 37257 | |
| | INSURER D : Coalition Insurance Solutions, NAIC # 29530 | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 906525231

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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 005WA000045413 | 8/23/2024 | 8/23/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 005WA000045413 | 8/23/2024 | 8/23/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 005WA000045413 | 8/23/2024 | 8/23/2025 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 202001596 | 1/1/2025 | 1/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A B D | Professional Liability Crime Cyber Liability | | | 005WA000045413 P00100124706202 C4LY2097305CYBER2024 | 8/23/2024 8/23/2024 8/23/2024 | 8/23/2025 8/23/2025 8/23/2025 | Per Claim: \$3,000,000 Limit: \$1,000,000 Aggregate: Agg. \$5,000,000 Deductible: \$25,000 \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Employer's Liability - Policy #005WA000045413 - Effective Date 8/23/2024 to 8/23/2025 - Insurer Affording Coverage: Coverys Specialty Insurance Company - Limit \$1,000,000.
 Sexual Molestation Liability - Policy #005WA000045413 - Effective Date 8/23/2024 to 8/23/2025 - Insurer Affording Coverage: Coverys Specialty Insurance Company - Limit \$3,000,000/\$5,000,000.
 Excess Sexual Molestation Liability - Policy #005WA000045413 - Effective Date 8/23/2024 to 8/23/2025 - Insurer Affording Coverage: Coverys Specialty Insurance Company - Limit \$3,000,000/\$3,000,000

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Mountain View-Whisman School District
 1400 Montecito Ave
 Mountain View CA 94043

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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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------------|-----------|---|--|
| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED Ro Health, LLC 1900 W Nickerson Street, Suite 200 Seattle WA 98119 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | (Empty) | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Proof of Insurance

It is agreed that Mountain View-Whisman School District, its subsidiaries, officials, and employees are Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Sandhill School at Children's Health Council

***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.

Selva Master Contract
is being used
in lieu of PSA

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 Office)

- 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

| | |
|--|--|
| <p>Approval by Department Head (Minimum: Manager level)</p> <p>Signature: <u></u></p> <p>Date: <u>May 30</u>, 20 <u>25</u></p> <p>Print Name: <u>Frank Selvaggio</u></p> <p>Print Title: <u>Special Education Director</u></p> | <p>Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)</p> <p>Signature: <u></u></p> <p>Date: <u>June 2</u>, 20 <u>25</u></p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Associate Superintendent</u></p> |
|--|--|

For Department: Special Education Sand Hill School - Children's Health Council NPS

Checklist not required for school sites

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES**

2025-2026

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Sand Hill School at Children's Health Council, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If Certification expires during the Master Contract period, the CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to students.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address*) Frank Selvaggio, Executive Director of Special Education 1400 Montecito Ave Mountain View, CA 94043. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Children's Health Council -Sand Hill School 650 Clark Way, Palo Alto, CA 94304. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employees known or reasonably believed to be responsible for LEA's special education program, of the existence of disagreement or dispute, and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participate in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORs providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. CONTRACTOR agrees that subCONTRACTORs providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send a written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORs shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. If no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all rights to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence and \$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.).

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in an NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP including the Individualized Transition Plan (ITP) and available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract. Designated instruction and related services will

only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

If the student is enrolled in an NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the student’s ability to gain admission to a postsecondary educational institution.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs associated with an NPS/RTC shall cooperate with a parent’s reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student’s home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student’s ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student’s parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student’s parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician’s statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student’s name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR’s employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician’s written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall ensure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who have knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC [1414-1482](#) and 34 CFR [300.1-300.756](#). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When a student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that hold a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as a curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.
- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited to 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law, or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student was continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student's parents; (b) employees of LEA of CONTRACTION having a legitimate educational interest in requesting or receiving information for the record and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

| A. Nonpublic School only | Rate | Period (specify) | |
|--|--------------------------------------|------------------|-------------------|
| <u>Basic Education Program</u> | \$ 311/per day (\$155/per half day) | | |
| B. Designated Instruction and Service and/or Other Related Services | | | |
| (1) Adapted Physical Education | \$ | per | |
| (2) Behavior Intervention Services | \$208 | per | hour |
| (3) Day Treatment Services | | per | |
| (4) Language/Speech Therapy/Group | \$208 | per | hour |
| (5) Language/Speech Therapy/Indiv. | \$208 | per | hour |
| (6) Mental Health | | per | |
| a) Counseling/Group | \$150 | per | hour |
| b) Counseling/Individual | \$248 | per | |
| c) Counseling and Guidance | | per | |
| (7) Occupational Therapy | \$208 | per | hour |
| (8) One-on-One Aide | \$66 | per | hour |
| (9) Parent Counseling | \$248 | per | hour |
| (10) Physical Therapy | | per | |
| (11) Psychological Services | | per | |
| (12) Residential Treatment Services <i>Educationally Related Mental Health Board and Care</i> | | per | |
| (13) Social Work Services | | per | |
| (14) Transportation (if required) | \$165 | per | day(within 30 mi) |
| (15) Other: <u>Assistive Technology</u> | \$208 | per | hour |
| Other: <u>Parent Counseling</u> | \$248 | per | hour |
| Other: <u>Crisis Intervention</u> | \$365 | per | hour |

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's

withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

Sand Hill School at Childen's Health Council

Name of Nonpublic, Nonsectarian School/Agency

Miki Walker Digitally signed by Miki Walker
Date: 2025.05.28 16:11:14 -07'00'

Contracting Officer's Signature

Miki Walker, Director

(Type) Name and Title

May 28, 2025

Date

LOCAL EDUCATION AGENCY (LEA)

Mountain View Whisman School District

Authorized Representative/School District

Signature

(Type) Name and Title

Date

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

| | | | | | |
|---|---------------|--|---------------|---|--|
| Purchase Order Number: | 4400008771 | Amendment Number: | 1 | Effective Date (Will be the date executed by Authorized County Representative): | |
| Maximum Financial Obligation (Prior to this Amendment): | \$ 193,522.00 | Amended Maximum Financial Obligation (If dollar amount is changing): | \$ 387,044.00 | | |
| Current Agreement End Date: | 06/30/2025 | New Agreement End Date: | 06/30/2026 | | |

For County Use Only – SAP

| | Account Assignment | Plant Number | General Ledger (Expense Code) | Cost Center (Dept Code) | Amount | WBS (Capital Project Code) | Internal Order (“PCA” code – optional) |
|---------------|----------------------------|--------------|-------------------------------|-------------------------|---------------|----------------------------|--|
| <i>Line 1</i> | H <input type="checkbox"/> | 415 | 5255100 | 4383 | \$ 193,522.00 | FY26 Services | |
| <i>Line 2</i> | Select | | | | | | |
| <i>Line 3</i> | Select | | | | | | |
| <i>Line 4</i> | Select | | | | | | |
| <i>Line 5</i> | Select | | | | | | |

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

| | |
|---|---------------------------------------|
| Contractor Name (As Displayed In SAP): | Mountain View Whisman School District |
| Contact Person: | Cathy Baur |
| Street Address *: | 1400 Montecito Ave |
| City, State, Zip *: | Mountain View, CA 94043 |
| Telephone Number *: | (650) 526-3500 |
| Email Address *: | cbaur@mvwsd.org |
| SCC Vendor Number (As Assigned In SAP): | 1007141 |

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

| County of Santa Clara | | |
|--|---------------------------------------|------------------------|
| Agency / Department: | Behavioral Health Services Department | Department Number: 415 |
| Program Manager or Contract Monitor Name: | Natalie McKelvey | |
| Street Address: | 725 E. Santa Clara St. | |
| City, State, Zip: | San Jose, CA 95112 | |
| Telephone Number: | (408) 794-0670 | |
| Fiscal Contact (Accounts Payable Contact): | Angeleah Macatiag (669) 235-2152 | |
| Contract Preparer: | Angelo Ng (669) 649-2102 | |

Signatures

Amendment is not valid until signed by Contractor and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

| | | |
|--|--|-------|
| Agency/Department Manager: | | Date: |
| Agency/Department Fiscal Officer: | | Date: |
| Contractor: | | Date: |
| County Authorized Representative: <i>(Procurement Department, President of the Board of Supervisors, Delegated Authority)</i> | | Date: |
| County Counsel: <small>(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.) <i>Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.</i></small> | | Date: |
| Office of the County Executive: <small>(Signature required when Board approved contract by a Delegation of Authority)</small> | | Date: |
| Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors. | Attest: Curtis Boone Clerk of the Board of Supervisors <small>(Signature required when Board approved contract)</small> | Date: |

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement



Amend Term of Agreement

The Behavioral Health Services Department (BHSD) continues to require its partnership with Contractor in supervising a Service Coordinator to provide services in line with the School Linked Services (SLS).

Please extend term through June 30, 2026.

Or see Attachment _____ as incorporated by this reference



Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Exhibit A1 is replaced in its entirety by Exhibit A3: General Contract Requirements.
Exhibit A2 is replaced in its entirety by Exhibit A4: School Linked Services (SLS) Program Requirements.

Or see Attachment _____ as incorporated by this reference



Amend Maximum Financial Obligation

| | | |
|----|--|---------------|
| A. | Maximum Financial Obligation prior to this Amendment: (Same as on page 1) | \$ 193,522.00 |
| B. | Amount of increase or decrease: (Explain below) | \$ 193,522.00 |
| C. | Revised Maximum Financial Obligation: (A +/- B will equal C) | \$ 387,044.00 |

Explanation of increase / decrease (include new payment terms if applicable):

See attached Exhibit B (FY26).

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

| | |
|--|----------------------------------|
| <input checked="" type="checkbox"/> | Amend Standard Provisions |
| <p style="font-size: 2em; opacity: 0.3; transform: rotate(-30deg);">DRAFT PROPOSALS</p> | |
| Or see Attachment _____ as incorporated by this reference Or Section VI. Standard Provisions is replaced in its entirety by Attachment <u>E</u> | |

| | |
|---|-------------------------------------|
| <input checked="" type="checkbox"/> | Other (please explain below) |
| Exhibit D is replaced in its entirety by Exhibit D1: Standard Health System Provisions. Exhibit F: Eligible SLS School Sites is hereby added and incorporated. | |
| Or see Attachment _____ as incorporated by this reference | |

| Contract History | |
|--|-------------------------|
| Total financial obligation from prior fiscal year(s): | \$ 193,522.00 (FY25) |
| Financial obligation in current fiscal year: | \$ 193,522.00 (FY26) |
| Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment): | \$ 387,044.00 (FY25-26) |

| Insurance | |
|-------------------------------------|---|
| <input type="checkbox"/> | Insurance does not require changes |
| <input checked="" type="checkbox"/> | Insurance Exhibit is replaced by Exhibit <u>C1</u> attached and incorporated by this reference. |

General Contract Requirements

A. Service Description and Expected Outcome

1. This Agreement aims to define the roles and responsibilities of all parties involved to foster an efficient, cooperative partnership in providing services to children, youth, and families. Objectives of this Agreement include:
 - a. Establish, maintain, and promote collaboration through effective and coordinated multidisciplinary services. These services include catering to the needs of children, youth, and families in specific communities throughout Santa Clara County.
 - b. Actively participate in the assessment of the service delivery system to support effective and efficient service delivery methods, including identifying and eliminating obstacles.
 - c. Engage in cross-system strategic planning and staff development results in a shared philosophy, the use of standard and consistent policies, and a commitment to develop and implement a service delivery system that integrates case management and supports a multidisciplinary approach.
 - d. Integrate services identified in this Agreement with the Contractor's existing processes and services.
2. Mountain View Whisman School District ("Contractor") shall collaborate with Behavioral Health Services Department (BHSD) to facilitate the provision of support services on or near a school campus by BHSD staff and County Contracted Providers (CCPs).
3. BHSD and Contractor shall collaborate to integrate and implement support services to align with the Multi-Tiered System of Support (MTSS) framework. This framework is comprised of a multi-level continuum of universal, targeted, and selected supports and services, including early intervention to specialty mental health services, supporting social, emotional, and behavioral instructional intervention supports that are evidenced-based and culturally responsive.

B. Deliverables, Milestones, Timelines for Performance

1. BHSD shall provide the following:
 - a. Meet with the School District Superintendent, the school liaison, and, if applicable, the school site designee to provide feedback, gather information, evaluate the program's effectiveness and service delivery, and provide updates on contract changes.
 - b. Provide support to the Contractor supporting the implementation of the school-based programs, processes, and interventions as needed.
 - c. Meet quarterly, at a minimum, with the Contractor to review deliverables and collaboratively assess the progress of the school-based programs to determine if any changes are necessary for quality improvement.
 - d. If necessary, BHSD shall provide additional support to Contractor to ensure the success of the school-based programs. If a need for additional support is identified, the BHSD shall provide the following supportive measures:
 - 1) BHSD Program Monitor shall send a letter alerting the Contractor that the school-based program(s) has been identified as requiring additional support to ensure program success;
 - 2) BHSD Program Monitor shall schedule a meeting with the Contractor to develop and collaborate on a Corrective Plan of Action to support program success;

Mountain View Whisman School District
Exhibit A3: General Contract Requirements

- 3) BHSD shall hold a collaborative meeting between BHSD and Contractor to discuss and determine the Corrective Plan of Action to ensure program success; and
 - 4) Recurring compliance issues with the Contractor that remain unresolved during the fiscal year may be referred by the BHSD Program Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
2. The Contractor shall provide the following:
- a. Contractor shall provide information to assist in coordinating referrals such as, identifying a school liaison for BHSD staff and CCPs, school contacts and information, referrals procedures, and coordination.
 - 1) Contractor shall update and maintain a school liaison for BHSD staff and CCPs.
 - b. Contractor shall maintain referral logs containing current referral status, which shall be made available upon BHSD's request.
 - c. Contractor shall provide designated onsite space for Outpatient Peers, Family Partners, Case Managers, Family Specialists, Mental Health Rehabilitation Counselors, Counselors and/or Clinicians to meet with students for confidential services.
 - 1) Contractor shall ensure that designated school provides access to adequate office and group meeting space necessary for BHSD staff and programs to provide confidential services in a consistent location.
 - d. Contractor shall facilitate provision of school-based program(s) in the student's home, community, or any other setting as appropriate, in addition to on-site.
 - e. If needed, the Contractor shall provide space to secure any student information in compliance with the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) regulations.
 - f. Contractor shall orient and integrate the school-based program(s) in existing school processes.
 - g. Contractor shall facilitate the introduction of service provider(s) at student orientations to support the concept of treatment provider(s) being an integral part of school support services.
 - h. Contractor shall facilitate adequate referrals to justify BHSD staffing resources on campus.
 - i. Contractor shall ensure and/or facilitate BHSD staff having reasonable access to student attendance, grades, and other pertinent data contained in their computerized Information Technology System, to the extent permitted by law and with appropriate consents where required.
 - j. Contractor shall also ensure and/or facilitate access to school system telephones and/or dedicated telephone lines, copy machines, fax machines, or other equipment for BHSD staff to support the provision of the school-based program(s). BHSD management shall consider the provision of this equipment as an in-kind contribution in partial satisfaction of the co-investment/match requirement set forth in Exhibit A4 and Exhibit B1.
 - k. Contractor shall ensure that designated school sites provide BHSD staff access to the school facility to provide the school-based program(s) as needed, and refer these services to students and their families, during and after regular school hours of operation. This may include evenings and academic holidays, vacations, and summer months. Keys and other items necessary to access confidential space for individual and group services shall be provided as requested.

Mountain View Whisman School District
Exhibit A3: General Contract Requirements

- l. Contractor agrees that BHSD CCPs and County staff, if applicable, may provide services throughout the calendar year. Contractor shall encourage and promote continued collaboration between the Contractor and BHSD staff to utilize services during academic vacations.
- m. Contractor shall provide Santa Clara County with a current copy of the fire clearance or attestation letter for each school site, including Contractor's site.
- n. Contractor shall provide timely notification to BHSD Program Monitor of any specific policy, school site, or Contractor ordinance impacting BHSD Program Monitor providing on-site services, such as:
 - 1) Change in Contractor policies and processes; and
 - 2) Change in personnel clearances.
- o. Contractor shall maintain all records related to services provided under this Agreement as required by federal, state, or local law and regulations, and at a minimum for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the preceding records and shall provide copies of the records to the County at the Contractor's expense. Contractor shall provide any copies the County requests within ten (10) business days.
- p. Contractor agrees that the County provides funding for non-religious purposes and funding may only be used for such purposes. Contractor is prohibited from providing or failing to provide agreed-upon services under this agreement based upon religious affiliation.
- q. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328 et seq., California Civil Code section 56.10, et seq., and California Evidence Code section 1010 et seq.
- r. Students and families participating in the program may authorize the County or service providers to share certain information regarding their participation in the program with the Contractor.
 - 1) Contractor agrees to treat all such information as confidential and must use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement.
 - 2) Contractor may not release any of the information above to any entity or party other than the County or its designated service providers without the express written consent of the appropriate County manager or as may be required by law.
 - 3) Should the Contractor receive a subpoena, court order, or other legal document requiring release of the information or is informed that such a document is being requested, the Contractor must immediately give notice to the appropriate County manager to permit the County to seek a protective order or other similar order.
- s. Contractor shall align with the school-based programs and School Linked Services (SLS) Initiative aimed to improve the coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.
- t. Other requirements:

Mountain View Whisman School District
Exhibit A3: General Contract Requirements

- 1) Contractor shall continuously work to improve coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.

C. Conflict Resolution

1. The parties agree that differences of opinion regarding personnel or service practices of both parties shall be discussed as soon as possible following awareness of a conflict. All parties shall attempt early resolution of conflicts, including discussion of relevant facts, agreements, policies, and State and Federal law. If the resolution is not obtained, then decisions shall be made after a discussion between the management representatives of County and Contractor.

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School Linked Services (SLS) Program Requirements

A. Service Description and Expected Outcome

1. In 2004, California voters passed the Mental Health Services Act (MHSA). The program aims to improve California's behavioral health system to better serve individuals and families facing serious mental health issues and those at risk of them. The MHSA Initiative covers a wide range of prevention, early intervention, and service needs, as well as the necessary infrastructure, technology, and training to support behavioral health services, including school-linked services.
2. The SLS Program partners with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS Program encompasses service coordination for students and their families to community resources, school-based behavioral health services, as well as other supporting services as needed. Services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in Santa Clara County.
3. MHSA Prevention and Early Intervention category includes SLS Programs related to school based behavioral health services through programs such as School-Based Early Intervention (SBEI), School-Based Outpatient (SBOP), and other programs funded by the State in schools throughout the County along with the SLS Family Engagement (SLS FE) program, which provides service coordination and linkage, and is a co-invested funded program between the BHSD and Contractor. Contractor's co-investment/match requirement is set forth in Exhibit B1.
 - a. Contractor shall implement the SLS Program per the California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 7
 - b. Contractor shall provide equitable opportunities within schools and communities for students to have universal access to mental health services.
 - c. Contractor shall develop an implementation of a system of supports correlated to the Multi-Tiered System of Support (MTSS) framework and MHSA Prevention and Early Intervention outcomes per the guidelines including but not limited to:
 - 1) Suicide
 - 2) Incarceration
 - 3) School failure or dropout
 - 4) Unemployment
 - 5) Prolonged suffering
 - 6) Homelessness
 - 7) Removal of children from their home
4. The SLS Programs aim to:
 - a. Provide culturally competent, coordinated services that meet the students' needs with an emphasis on prevention and early intervention;
 - b. Build stronger relationships between parents or caregivers and teachers and schools;
 - c. Foster a positive school climate and culture; and

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

- d. Make schools into community hubs and build local services and supports; and using data to facilitate and inform services, track results, and improve interventions.

B. Roles and Responsibilities for all SLS Program Categories

- 1. The BHSD shall provide the following:
 - a. Monitor the SLS Program and communicate information to various audiences, including stakeholders, the Mental Health Oversight and Accountability Committee (MHSOAC), the executive steering committee, and the Board of Supervisors about program process and outcome measures.
- 2. The Contractor shall provide the following:
 - a. Attend County Contracted Provider (CCP) and Contractor meetings at a minimum of two (2) times per year.
 - b. Attend stakeholder meetings.

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Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

Program #1: School Linked Services Family Engagement (SLS FE) Program

A. Service Description and Expected Outcome

1. Contractor shall assign an SLS Coordinator to provide SLS FE Program activities and service coordination for the school district.
2. The SLS FE essential elements shall be conducted through partnership and communication across the school-level and district-level leadership teams (e.g., MTSS or other school-based leadership teams) for the school administrators, teachers, staff, families, students, and SLS Coordinators to understand the purpose of the SLS FE Program ensuring full integration with existing service delivery processes.
3. The SLS FE Program includes the following four (4) SLS Essential Elements:
 - a. Service Coordination;
 - b. Family Engagement;
 - c. Campus Collaborative; and
 - d. Co-investment.
4. The SLS FE Program shall be fully integrated with the existing service delivery system (e.g., embedded within the Department of Student Services) and streamlined with existing initiatives and programs (e.g., MTSS and Positive Behavioral Interventions and Supports [PBIS]) to coordinate services effectively.
5. Contractor shall serve all school sites within the school district. SLS Coordinators shall provide SLS FE activities and service coordination to programs, services for students and their families.

B. Roles and Responsibilities

1. BHSD's roles and responsibilities are the following:
 - a. Meet with the Contractor on a regular basis to provide feedback, evaluation, and updates on contract changes.
 - b. Provide logistical support to assist Contractor in implementing the SLS FE Program at the initiation of services and ongoing as needed.
 - c. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
 - d. Support the assigned SLS Coordinator(s) with training on data collection, accessing BHSD Children, Youth, and Family System of Care, the BHSD Call Center, County resources, and utilization of budget, if applicable.
 - e. SLS Coordinator(s) shall receive training in areas such as service coordination, early childhood development, and trauma informed care.
2. Contractor's roles and responsibilities are the following:
 - a. Develop an initial SLS Integrated Implementation Plan in partnership with the BHSD to comprehensively delineate how SLS FE Program shall be fully integrated with existing systems.

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

- b. The SLS Integration Implementation Plan shall be reviewed by the BHSD and Contractor annually or during specific times when changes may occur.
 - c. Meet on regular basis with BHSD to engage in and participate in ongoing training(s), meetings, data collection processes and collaboration.
 - d. Serve all school sites assigned within the Contractor and develop referral mechanisms to support participant access to all MTSS services.
 - e. Hire, employ, onboard, train, and supervise the school district-level SLS Coordinator and, if applicable, the school site SLS Coordinator.
 - f. Assume responsibility for all costs associated with hiring, onboarding, training, and expenses required to maintain personnel licenses current, if applicable.
 - g. Ensure the SLS Coordinator follows school district protocol and procedure to address crisis situations and assist in connecting students to appropriate services.
 - h. Provide SLS Coordinator with equipment needed to conduct their scope of services. Such equipment may include, but is not limited to, laptop, cellphone, etc.
 - i. School district employees with benefits: If an SLS Coordinator is a school district staff member, the position may be salaried.
 - j. Contracted positions: If an SLS Coordinator is a contracted staff, the BHSD funding should be used to reimburse for only times worked and not for vacation or sick leave. The Contractor is responsible for developing the hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
3. SLS Coordinator's roles and responsibilities are the following:
- a. Ensure supplemental information associated with data outcomes and referrals is generated.
 - b. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
 - c. Build and maintain strong collaboration and communication with Contractor, BHSD Program Monitor, service providers, families, community-based organizations, and other stakeholders as needed.
 - d. Facilitate and organize SLS FE activities to support the Contractor's efforts in establishing a safe and welcoming environment for students, families, community, etc.
 - e. Plan, implement, and evaluate SLS FE events, workshops, and projects at designated schools that align with the SLS goals and outcomes. SLS FE plans shall be based on the needs of each school and informed by input from students, families, and the Campus Collaborative members.
 - f. SLS Coordinator(s) shall ensure that all SLS FE activities have been approved by BHSD.
 - 1) If an activity has not been approved previously, the SLS Coordinator shall submit a request for approval to the BHSD Program Monitor.
 - g. Track and log all service needs, including all partnerships with each school in a School District Service Inquiry.
 - h. Track and link students and their family referrals to internal and external programs, services, and activities to address their needs.
 - i. Participate in BHSD-facilitated meetings such as, but not limited to, the bi-monthly SLS Learning Collaborative and bi-monthly SLS Resource Training

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

- j. Serve as primary liaison – through effective communication and partnership – between the BHSD, Contractor, CCPs, and community-based organizations to support the needs of the students and their families through activities such as educational events, consultations, and coordination of resources.
- k. Participate in focus groups with the SLS Learning Collaborative to share information on successes, challenges, barriers, lessons learned, and other discussion topics.
- l. SLS Coordinator shall partner with the Campus Collaborative members to conduct the SLS Services Program needs assessment and implement SLS FE activities.

C. Deliverables

- 1. BHSD’s deliverables are the following:
 - a. BHSD Program Monitor shall monitor and oversee service agreements and provide communication related to the SLS FE budget.
 - b. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the SLS FE Program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
 - c. BHSD Program Monitor shall facilitate the relationship between the Contractor and CCPs.
 - d. Facilitate a bi-monthly learning collaborative meeting among all SLS Coordinators throughout Santa Clara County to build partnerships, increase knowledge, and gain support.
 - e. Organize bi-monthly resource training to inform SLS Coordinators and like positions about community-based organizations, County departmental programs and supports, and age-appropriate programs including intervention services available for students.
 - f. Provide training on data collection and reporting processes, Children, Youth, and Family System of Care, how to access specialty mental health services, and the SLS Initiative overview.

- 2. Contractor’s deliverables are the following:
 - a. Collect and submit data to BHSD on a quarterly basis.
 - b. SLS Coordinator(s), in partnership with school- and school district-level staff, shall fully integrate the SLS FE Program with existing systems within the Contractor and accomplish the following:
 - 1) Community Partnership and Service Coordination
 - 2) Facilitate and/or organize a minimum of one (1) quarterly FE event or workshop
 - 3) Plan SLS FE events, workshops, and projects (activity/activities) to occur at least four (4) times per year, including prior to or at the beginning of the school year

- 3. Campus Collaborative at Designated School Sites
 - a. Develop, manage, and facilitate Campus Collaborative meetings at least four times (4x) per year to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
 - b. Gather input during the Campus Collaborative meetings and present findings for successful implementation of SLS FE.
 - c. Assist in addressing school climate and support training needs of teachers and staff in areas such as school climate, safety, and behavioral health.

Mountain View Whisman School District
 Exhibit A4: School Linked Services (SLS) Programs

D. Outcomes

1. SLS FE Program outcomes are the following:
 - a. Increase family access to community resources and services.
 - b. Improve family knowledge and behaviors regarding school support, health, and well-being.
 - c. Following SLS service coordination, SLS FE, and workshop/series, families shall report:
 - 1) Gained knowledge about behaviors that support their child/family and increase well-being;
 - 2) Improved family relationships; and
 - 3) Increased their connectedness with school.
 - d. Improve student academic outcomes, health, and well-being.
 - 1) Students receiving strategic or intensive SLS FE support and referrals (Tier 2 or 3 of MTSS) have improved or remained stable in one or more of the following:
 - a) Academic;
 - b) Attendance;
 - c) Behavior; and
 - d) Social-emotional well-being.
 - e. Improve school climate and school-family-community partnership.
 - 1) Members of the Campus Collaborative and school administrators shall report:
 - a) Improvement in school environment; and
 - b) SLS contributed to school climate and partnerships.
 - 2) Families shall report:
 - a) Ability to connect and engage with the school community; and
 - b) SLS Services Program positive contribution to sense of connection and engagement with the school community.
 - f. Increase student and family satisfaction of SLS FE activities.
 - g. Improve service delivery of SLS FE Program.
 - h. BHSD shall work with the Contractor to collect data demonstrating the achievement of these outcomes. School and student-level data may be collected relative to these outcomes; however, student-level data provided to the BHSD shall be de-identified, and the BHSD's reports on outcomes shall only contain aggregated data.

E. Outcome Measurements

1. Contractor shall provide data for program evaluation including but not limited to:
 - a. Deidentified student data collected after the end of each quarter, including demographics, service coordination (e.g., number of referrals, referral type, referral status, etc.), SLS FE activities (e.g., number, type, and names of family engagement programs, etc.).
 - b. Narrative report collected after the end of quarter three (3) including successes, areas of strength, challenges, lessons learned, and success stories.
 - c. Service inventory information collected annually after the end of the second quarter.
 - d. Responses to the SLS FE Survey, which Contractor shall distribute at SLS Program events and series.
2. Contractor shall provide data related to the goals and outcomes listed above for outcome measurements. Methods for data collection may include, but shall not be limited to the following:

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

- a. Service Link Application in Santa Clara County Office of Education (SCCOE) DataZone; or
 - b. SLS Excel Data Collection Tool to be provided by the BHSD Program Monitor.
3. Prior to submitting data, Contractor must ensure:
 - a. Data is de-identified;
 - b. Data entry is complete, and all required indicators are collected for each entry; and
 - c. SLS Coordinator reviews data before submission.
 4. Contractor shall support BHSD with collecting data on the Contractor and student (e.g., student, parent, family member, community member, etc.) satisfaction by disseminating surveys (e.g., SLS FE Survey, etc.) to program students at frequency determined by BHSD.
 - a. Other data collection tools may be implemented to support SLS Services Program data and evaluation and continuous quality improvement.

F. Payment

1. Contractor shall allocate and spend funds according to the Exhibit B1 (FY26) budget provided by the BHSD.
2. Contractor shall identify, track, and monitor the Contractor's co-investment to the SLS FE program.
3. Contractor shall submit monthly invoices to the BHSD Program Monitor and BHSD Finance department for costs incurred under this Agreement.
 - a. Contractor shall include fiscal expenses incurred only from July 1, 2025, to June 30, 2026.
 - b. Contractor shall invoice for services within two (2) months of completion of events, programs, workshops, and completion of training(s).
 - c. Contractor shall invoice for purchases within one (1) month, if applicable to the budget.
4. Format of invoices shall comply with the Children, Youth, and Families Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
 - a. Contractor's name and address, date, invoice number, total invoice amount, invoice date, invoice period being billed, prior drawdowns, current balance, current drawdown, and available balance;
 - b. Description of the services/deliverable and total hours of services rendered; and
 - c. Invoices, receipts, and supporting documents.
5. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
6. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

7. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.
8. Contractor shall return all purchased electronics (e.g., Chromebooks, iPads, Laptops) and supplies (e.g., translation headset, laminator) at the completion of the Agreement, if purchased utilizing the program budget.

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PROCESSES

Program #2: School-Based Early Intervention (SBEI) Program

A. Service Description and Expected Outcome

1. Under this Program, BHSD and Contractor shall collaborate to facilitate the provision of SBEI Program services described below by one or more CCPs.
2. The SBEI Program seeks to intervene early in the development of emotional and behavioral problems in school-age children.
3. SBEI provides evidence-based parenting strategies, classroom-wide social skills training, family workshops, short-term therapy, and other services. Therapy is available for students who may be experiencing mild to moderate symptoms ranging from behavioral and emotional distress to depression and anxiety caused by trauma or other factors.
 - a. Students experiencing moderate to high symptoms will be referred to the School Based Outpatient program or Outpatient Continuum Hub and Spoke.
 - i. Evidence-based practices include but are not limited to: The Strengthening Families Program (SFP) is a 14-session whole-family curriculum for EI. While enhancing existing family support systems, SFP identifies needs and offers practical approaches to common problems. It addresses emotional regulation, bonding, attachment, resiliency, and the importance of supporting children during the difficult transitional years.
 - 1) SFP provides structured lessons to teach and improve skills and highlights the instructors' use of modeling behavior. Components of the model include reinforcing good behavior, recognizing feelings, dealing with criticism, coping with anger, family meetings, communication, problem-solving, and setting limits. Parents and children participate both separately and together.
4. The Skillstreaming Curriculum teaches children and youth a wide variety of skills needed to solve problems that occur in their daily lives, be assertive in handling situations that cause them stress or unhappiness and increase the chance that they will have satisfying relationships with others.
 - a. The Skillstreaming approach has four (4) core teaching procedures: modeling (learning by imitation), role-playing (enacting a role helps individuals understand what to do and how to do it), performance feedback (offering constructive suggestions, encouragement, and approval), transfer of training and homework (using a particular skill in various other settings).
 - b. It can be provided in a whole classroom setting or a small group setting for certain targeted behaviors. The small groups are typically designed to systematically teach social skills to address the needs of children and youth who display aggression, immaturity, withdrawal, and other problem behaviors.
5. Positive Parenting Program (Triple P) provides parents with simple and practical strategies to help them confidently manage their children's behavior, prevent problems from developing, and build strong, healthy relationships. Triple P works across cultures, socio-economic groups, and in all kinds of family structures.

Mountain View Whisman School District
Exhibit A4: School Linked Services (SLS) Programs

- a. Level 2 is a light intervention providing brief assistance (often one-time contacts) to parents who are generally coping well but have a few concerns with their child’s behavior or development. It includes the following formats: Triple P Selected Seminar Series (Power of Positive Parenting; Raising Confident, Competent Children, Raising Resilient Children), Teen Triple P Seminar Series (Raising Responsible Teenagers; Raising Competent Teenagers; Getting Teenagers Connected) and Brief Primary Care/Brief Primary Care Teen.
- b. Level 3 is targeted support for parents of a child with mild to moderate behavioral difficulties, typically dealing with a specific problem or issue. It includes the following formats: Primary Care Triple P, Primary Care Teen Triple P, Triple P Discussion Groups, and Teen Triple P Discussion Groups.
- c. Additional services provided include case management, skills groups, universal prevention supports and services, mental health screening, outreach, and mental health promotion, such as presentations for schools and caregivers regarding mental health issues and behavioral support in the classroom. Caregivers are also provided with services to help manage their youth’s emerging or existing mental health challenges.
- d. All school-aged in grades Transitional Kindergarten to 8th grade attending SBEI-designated schools, their siblings, and their families are eligible to receive EI services. Siblings ages Birth to five (5) are eligible for linkage services to the specialized Early Childhood Mental Health (ECMH) program. Eligibility for each type of service is determined during screening and/or assessment.

B. Roles and Responsibilities

1. Contractor’s roles and responsibilities shall include, but not be limited, to the following:
 - a. Pre-screening referrals to ensure the family’s interest in services.
 - b. Assess needs before intake to refer families to appropriate services.
 - c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
 - d. If CCP staff are unable to schedule intakes or receive verbal consent, CCP staff shall notify the SLS Coordinator or school staff responsible for referrals.
 - e. Meet regularly with CCP and BHSD to ensure the EI program runs smoothly and according to the standards in this Agreement.
 - f. Provide support to CCP and schools as needed to ensure the common targeted goals are being met.
 - g. Integrate program and program staff into existing processes, for example referral process and Coordination of Service Team meetings.
 - h. g.h. Ensure confidential space on the school campus for the CCP to deliver service.
2. BHSD’s roles and responsibilities shall include, but not be limited, to the following:
 - a. BHSD agrees to provide these services set forth herein at no financial cost to the Contractor.

Program #3: School-Based Outpatient Program (SBOP)**A. Service Description and Expected Outcome**

1. Under this Program, BHSD and Contractor shall collaborate to facilitate the provision of SBOP Program services described below by one or more CCPs.
2. The SBOP Program provides mental health treatment services, including individual and family therapy, targeted case management, crisis intervention, and access to child psychiatry services, if needed. Services are provided primarily in the school setting, although they may be accessed at home, in the community, or the agencies' clinics. Services are individualized and tailored to the needs of the student based on age, developmental functioning level, history of trauma, cultural values, family environment and physical health.
3. The SBOP Program serves students ages six to eighteen (6 to 18) with Medi-Cal or without insurance residing within High-Risk Areas (HRAs) of Santa Clara County in designated SBOP schools, as determined by BHSD through data review of high-risk factors such as poverty, substance abuse, child removals, juvenile justice entries, mental health clients, school dropouts, single-parent households, felony arrests, teen mothers, low state-wide test scores, and low birth weight by zip code, in addition to, but not limited to, data on the Contractor's free and reduce lunch applications and Title 1 schools.
4. SBOP Program uses evidence-based modalities to help support client care, such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Cognitive Behavioral Therapy (CBT), and Motivational Interviewing Interventions/Techniques.

B. Roles and Responsibilities

1. Contractor's roles and responsibilities shall include, but not be limited, to the following:
 - a. Pre-screening referrals to ensure the family's interest in services.
 - b. Assess needs before intake, to refer families to appropriate services.
 - c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
 - d. If CCP staff are unable to schedule intakes or receive verbal consent, the Contractor or school site designee shall notify the SBOP Coordinator or school staff responsible for referrals.
 - e. Meet regularly with CCP and BHSD to ensure the program runs smoothly and according to the standards of this Agreement.
 - f. Provide support to ensure the CCP and schools' needs are met to the extent possible.
 - g. Integrate program and program staff into existing processes, for example, the referral process and Coordination of Service Team meetings.
 - h. Ensure confidential space on the school campus for the CCP to deliver service.
2. BHSD's roles and responsibilities shall include, but not be limited, to the following:
 - a. BHSD agrees to provide these services set forth herein at no financial cost to the Contractor.

Exhibit B1 (FY26)

COUNTY OF SANTA CLARA HEALTH SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: Mountain View Whisman School District
 PROGRAM NAME: School Linked Services Coordinator
 DIVISION: Children, Youth & Family System of Care
 SUBDIVISION: PEI-P2, (SLS) Initiative

PO NUMBER: TBD
 Cost Center: 4383
 START DATE: July 1, 2025
 END DATE: June 30, 2026

PERSONNEL COSTS

| Budget Items | | FY2026 | Total |
|--------------------------|-------------------------------|---------------|---------------|
| <u>FTE</u> | <u>Classification</u> | <u>Budget</u> | <u>Budget</u> |
| 2.00 | SLS Feeder School Coordinator | \$63,000 | \$63,000 |
| 1.00 | SLS MHSA Coordinator | \$30,000 | \$30,000 |
| Subtotal Salaries | | \$93,000 | \$93,000 |
| Subtotal Personnel Costs | | \$93,000 | \$93,000 |

NON-PERSONNEL COSTS

| Budget Items | | FY2026 | Total |
|--|--|---------------|---------------|
| <u>Other Operation Costs</u> | | <u>Budget</u> | <u>Budget</u> |
| Family Engagement/Service Coordination | | \$47,000 | \$47,000 |
| Training & Travel | | \$1,174 | \$1,174 |
| Food/Childcare | | \$1,500 | \$1,500 |
| Feeder Model: Family Engagement | | \$47,000 | \$47,000 |
| Feeder Model: Training & Travel | | \$2,348 | \$2,348 |
| Feeder Model: Food/Childcare | | \$1,500 | \$1,500 |
| Subtotal Operations Costs | | \$100,522 | \$100,522 |
| Subtotal Non-Personnel Costs | | \$100,522 | \$100,522 |
| TOTAL PERSONNEL/NON-PERSONNEL COSTS | | \$193,522 | \$193,522 |

REVENUE SOURCES

| <u>Revenue Sources</u> | <u>Budget</u> | <u>Cost Center</u> | |
|--------------------------|---------------|--------------------|---------|
| PEI-P2, (SLS) Initiative | \$193,522 | 4383 | 100.00% |
| Total Revenue | \$193,522 | | |

FY26: School District will match for one Feeder School Coordinator.
 School District will provide a match (\$50k) for family engagement/service coordination at district level.
 School District will provide a match (\$50k) for family engagement at feeder schools.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Attachment D1 - Standard Health System Provisions

A. EXCLUSION SCREENING OF PERSONNEL

- (1) Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The County reserves the right to audit Contractor's compliance with the screening requirements in this Section.
- (2) Contractor agrees to notify the County immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. During the pendency of any such proceedings, Contractor, or a Service Provider may, at the request of County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.
- (3) Contractor will indemnify, defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.

B. REPORTING OF IMPROPER ACCESS, USE, OR DISCLOSURE.

- (1) For purposes of this section, Protected Information means protected health information (as defined in the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E) provided to Contractor by the County, created or received by Contractor on the County's behalf, or relating to clients receiving services under this Agreement.
- (2) Contractor shall notify County via the County of Santa Clara Health System (CSCHS) Ethics, Privacy & Compliance Office (as detailed below) within twenty-four (24) hours of any suspected or actual acquisition, access, use, or disclosure of Protected Information in a manner not permitted or allowed under state or federal privacy laws ("Privacy Breach"); any use or disclosure of Protected Information not permitted by this Agreement; any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system related to Protected Information ("Security Incident"); and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Contractor or its agents or subcontractors.
- (3) Contractor shall report to CSCHS Ethics, Privacy & Compliance Office in writing any suspected or actual access, use, or disclosure of Protected Information not permitted by the Agreement or any other applicable state or federal law, including, but not limited to 42 U.S.C. Section 17921; 45 C.F.R. §164.504(e)(2) (ii) (C); 45 C.F.R. §164.308(b); California Health & Safety Code Section 1280.15, California Confidentiality of Medical Information Act (California Civil Code Section 56.10), California Welfare & Institutions Section 5328 to the following contacts:

Ethics, Privacy & Compliance Office
County of Santa Clara Health System
2325 Enborg Lane, Suite 290
San Jose, California 95128
Facsimile: (408) 885-6006 Telephone: (408) 885-3794
Email: ComplianceOfficer@hhs.sccgov.org

Notification shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the suspected or actual Privacy Breach and/or Security Incident, and the date of the discovery of the Privacy Breach, if known and applicable; (2) the location of the breached information; (3) the unauthorized person who used the Protected Information or to whom the disclosure was made; (4) whether the Protected Information was actually acquired or viewed; (5) a description of the types of Protected Information that were involved in the Privacy Breach and/or

Security Incident; (6) safeguards in place prior to the Privacy Breach and/or Security Incident; (7) actions taken in response to the Privacy Breach and/or Security Incident; (8) any steps individuals should take to protect themselves from potential harm resulting from the Privacy Breach and/or Security Incident; (9) a brief description of what Contractor is doing to investigate the Privacy Breach and/or Security Incident, to mitigate harm to individuals, and to protect against further Privacy Breaches and/or Security Incidents; and (10) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, and website or postal address. [45 C.F.R. §§164.410(c) and 164.404(c)]. Contractor shall take any action pertaining to such actual or suspected Privacy Breach and/or Security Incident required by applicable federal and state laws and regulations, including 45 C.F.R. §164.410 with respect to reporting Privacy Breaches of Unsecured PHI. [42 U.S.C. §17921; 45 C.F.R. §§164.504(e)(2)(ii)(C), Section 164.308(b)].



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment E

Version 4.24.2025

STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes 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.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

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of Supervisors or any Other Elected County Officer (“Elected County Officer”), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County’s Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County and waive all venue objections.

F. 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.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

Alternate Termination Language Attached as Exhibit ____, incorporated by this reference. (Requires County Counsel Approval)

J. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not



COUNTY OF SANTA CLARA
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limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection J, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.



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- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.



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N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. 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.

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.



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S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.



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U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County 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 format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.

EXHIBIT F
ELIGIBLE SCHOOL SITES

| SCHOOL DISTRICT Mountain View Whisman | BHSD Program | SCHOOL NAME | CCP |
|--|---|---|-----------------|
| Exhibit A3 (SLS Programs) | <input checked="" type="checkbox"/> Program 1: SLS Family Engagement (FE) | N/A | N/A |
| | <input checked="" type="checkbox"/> Program 2: School-Based Early Intervention | 1. Isaac Newton Graham Middle 2. Mariano Castro Elementary 3. Theuerkauf Elementary | Pacific Clinics |
| | <input checked="" type="checkbox"/> Program 3: School-Based Outpatient | 1. Crittenden Middle 2. Isaac Newton Graham Middle 3. Mariano Castro Elementary | |

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name:

***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.

**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 the placement of Interns enrolled in the SCCOE PK-3 Intern Credential Program through San Diego County Office of Education (SDCOE).

2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

Candidate Employment, Placement, and Reciprocity

- Once a candidate has been accepted into the SCCOE/SDCOE PK-3 Intern Program, and if the candidate remains in good standing in the program and within Agency, the candidate is expected to finish their internship at the Agency and be afforded two full years of employment to complete their teacher preparation program. Since candidates are employed by the Agency, the Agency is responsible for following all required protocols for contact with students prior to placing candidates in intern positions. A candidate who performs below PK-3 Intern Program standards or Agency performance standards, after appropriate support and advice efforts have been provided, may be removed from the paid internship position by Agency and/or removed from the PK-3 Intern Program by SDCOE.
 - Collaborate with SCCOE/SDCOE to place PK-3 interns in appropriate classroom positions to provide interns with a thorough experience in the grade level that is different from their classroom of record while creating the least disruption in both settings. The time in the additional placement must be a minimum of 200 hours, over the course of the 2-year intern program. A Preschool or TK teacher of record is required to spend 200 hours in a K, 1, 2, or 3rd grade classroom. A teacher of record in a K, 1, 2, or 3rd grade classroom is required to spend 200 hours in a Preschool or TK classroom.
 - Support candidates in video recording their practice for coaching, reflection, and submission to the Commission on Teacher Credentialing (CTC).
 - Ensure intern placements at sites that meet CTC criteria for inclusion, developmental and cultural appropriateness, and support for dual language learners with disabilities. Candidate
- ##### **Candidate Support, Coaching, and Release Time**
- Assign a Field Supervisor within 30 days of the intern's enrollment in the PK-3 Intern Credential Program, ensuring the Field Supervisor has a Clear Multiple Subjects or Life Credential and at least three years of

successful teaching experience.

- Notify SCCOE of the assigned Field Supervisor with contact details.
- Ensure interns have access to a credentialed teacher with English Learner authorization for support and guidance.
- Maintain confidentiality of PK-3 Intern Credential Program candidates and their progress.
- Ensure candidates do not displace certificated employees.

Site Administrator Responsibilities:

- Release PK-3 intern teachers to participate in a minimum of 5 half-days (which includes the 200 hours of clinical practice experience, required in either the P-TK or K-3 grade setting dependent upon the candidate's employment) per year for professional development observations to fulfill program standards related to experiencing diverse settings and a variety of delivery methods.
- Provide time and resources for candidates, DSPs, and coaches to meet CTC program requirements.
- Provide the required five hours of support per week for interns.
- Allow DSPs release time for required training and meetings.
- Submit DSP information via SCCOE's provided format.
- Ensure that all site administrators with DSP and/or Intern Teacher(s) on staff have been informed about the SCCOE Teacher Intern program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.
- The Agency will support up to three staff members as outlined in the SCCOE PK-3 Intern Credential MOU for the duration of their two year academic program.

Field Supervisor Responsibilities:

- Attend mandatory virtual orientation and complete 10 hours of training.
- Participate in optional ongoing training sessions as appropriate.
- Provide regular support to interns, including orientation, goal setting, lesson planning, classroom management, and attending triad meetings.
- Offer a minimum of five hours of support and guidance per week.

Candidate Support

Provide the assigned intern with regular just-in-time support in areas including:

- Orientation to school policies and initiatives
- Support the interns develop goals for the individual development plan (IDP) and for induction at the end of the year.
- Assist in meeting the needs of English Language Learners
- Referrals to trainings and resources related to intern's Individual Learning Plan
- Lesson planning
- Building positive parent and peer relationships
- Classroom management
- Other issues specific to the needs of a new teacher
- Attend two triad meetings with the intern and EPP coach
- Provide a minimum of five hours of support and guidance for each candidate per week

3.2. SCCOE Responsibilities:

SCCOE will implement required CTC policy and procedures as they apply to the recommending participants for intern credentials.

- SCCOE will provide a program coach.
- SCCOE will notify the Agency of the assigned coach with name, phone, and email.
- SCCOE will coordinate all aspects of the programs as it relates to DSP and coaches.

- SCCOE will provide materials and training for Field Supervisors and coaches.
- SCCOE will provide facilitation of orientation and meetings for all stakeholders.
- If, for any reason, the Agency is unable to ensure the Intern, if applicable, receives 45 hours of EL Support and Supervision via Professional Development, real-time coaching and/or consultation, the program will provide opportunities for these hours to be completed by the Intern.
- SCCOE is responsible for all accountability and reporting to CTC.

4. Duration of Agreement

This Agreement begins on July 1, 2025, and ends on June 30, 2027.

5. Articulation of Monies/Compensation

There is no compensation associated with these services

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 at any time with or without cause upon advance written notice to the other Party.

This Agreement is contingent upon the appropriation of sufficient funding by the SCCOE for the services covered by this Agreement. If funding is reduced or deleted by the Commission on Teacher Credentialing or the California Department of Education, the SCCOE has the option to either terminate this Agreement with no liability occurring to the SCCOE or to offer an amendment to this Agreement indicating the reduced amount.

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:** Agency shall maintain sufficient insurance to protect the San Diego County Superintendent of Schools, the SDCOE and the SCCOE. Without in anyway limiting Agency's liability pursuant to the "Indemnification" section of this Agreement, Agency shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements: Commercial General Liability Insurance with limits not less than \$1million each occurrence Combined Single Limit for Bodily Injury and Property Damage Automobile Liability Insurance for bodily injury and property damage liability limits not less than \$100,000 per accident/\$300,000 aggregate. Agency shall name as Additional Insured for General Liability the San Diego County Superintendent of Schools, the SDCOE and the SCCOE, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. Agency shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to the SDCOE and SCCOE upon request.
- 9.2 Indemnification:** Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages caused by the Agency arising out of the activities and services under the Agreement. Agency shall hold harmless, indemnify, and defend the San Diego County Superintendent of Schools, the SDCOE and the SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of the San Diego County Superintendent of Schools, the SDCOE, and the SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the Agency's limit of, or lack of, sufficient insurance protection.

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

Santa Clara County  Office of Education

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: Adora Fisher
Title: Executive Director- EPP

Date: _____

Address: 1290 Ridder Park Dr,
San Jose, CA 95131

Phone: (408) 453-4257

Email: AFisher@sccoe.org

Mountain View Whisman School District:

By: _____
Signature of Authorized Agency Official

Name: Tara Vikjord
Title: Chief Human Relations Officer

Date: _____

Address: 1400 Montecito Ave.
Mountain View, CA 94043

Phone: (650) 526-3500

Email: tvikjord@mvwsd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

Wednesday, May 28, 2025

Submitted via email

rwestover@mvwsd.org

Rebecca Westover, Ed.D., Chief Business Officer
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Re: Amendment No. 1 to Agreement for Professional Services — Measure AA Parcel Tax Levy Administration Services

Dear Dr. Westover:

This letter serves as an amendment to the Agreement for Professional Services between the Mountain View Whisman School District (“District”) and SCI Consulting Group (“SCI”), originally executed on April 7, 2025, for Measure AA Parcel Tax Levy Administration Services. In accordance with Agreement, the District hereby authorizes SCI to perform the following additional task:

Task 2: SCI will annually audit the District’s exemption listing and conduct name requalification prior to tax roll submission. Findings will be reported to the District for verification and removal of any unqualified applicants

SCI’s fee for this task shall be a fixed fee of \$2,800 annually. Payment for this additional task shall be made in accordance with the original payment terms set forth in the Agreement. All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

Please indicate your acceptance of this amendment by signing on the following page and returning a fully executed copy to me.

Sincerely,



Brandon Vanleuven, Senior Consultant
SCI Consulting Group

cc: Blair Aas, SCI Consulting Group
Valerie Flores, SCI Consulting Group

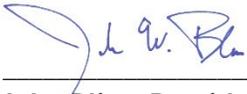
AUTHORIZATION

To proceed with Amendment No. 1, please sign and return a copy of this letter indicating your acceptance of the terms outlined herein.

Accepted By:

Accepted By:

Rebecca Westover, CBO
Mountain View Whisman School District



John Bliss, President
SCI Consulting Group

Date: _____

Date: May 28, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: SCI Consulting Group

***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. *Vendor does not use 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

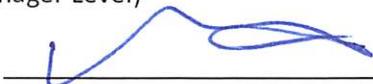
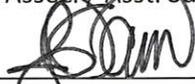
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

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: <u></u> | Signature: <u></u> |
| Date: <u>June 2, 2025</u> | Date: <u>June 03, 2025</u> |
| Print Name: <u>Dr. Rebecca Westover</u> | Print Name: <u>Jeffrey Baier</u> |
| Print Title: <u>Chief Business Officer</u> | Print Title: <u>Superintendent</u> |

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: Stanford Graduate School 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.

**Contractor prefers
to use their MOU in
lieu of MVWSD PSA**

Contract for Professional Services / Special Services

- \$50,000 or below, no further steps required.
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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.
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 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
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Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

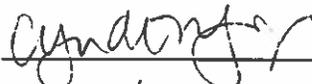
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Contract for Educational Materials (Ed Services)

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- 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 Office}**
 - 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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 - 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.
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- 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

| <u>Approval by Department Head</u> (Minimum: Manager Level) | <u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|---|--|
| Signature: <u></u> | Signature: <u></u> |
| Date: <u>3/21</u> , 20 <u>25</u> | Date: <u>May 21</u> , 2025 |
| Print Name: <u>Cyndee Nguyen</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Curriculum, Instruction and Assessment</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Educational Services Dept. Stanford Graduate School of Education

Checklist not required for school sites

Date: 05/09/25

RE: Memorandum of Understanding between **Mountain View Whisman School District** and the Language to Literacy (L2L) Lab (<https://langlitlab.stanford.edu/>) at Stanford University

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish good faith between **Mountain View Whisman School District** and the **Language to Literacy (L2L) Lab at Stanford University** during the implementation of the Accelerating Literacy via Digital Technology Research Project, which will evaluate the effectiveness of **Boost Reading**. In this Memorandum of Understanding (MOU), Mountain View Whisman School District and the Language to Literacy Lab at Stanford University are referred to as a “party” or “parties.”

Project Goal

The goals of the Accelerating Literacy via Digital Technology Research Project are to (1) evaluate the effectiveness of Boost Reading on decoding and word identification, language processing and reading comprehension, and motivation and engagement; (2) identify whether effects differ for various student populations; and (3) determine the cost effectiveness of the program.

Project Activities

This project, **focused on Grades 2-5**, entails a school-level randomized control trial on the efficacy of Boost Reading. With district approval, schools that volunteer to participate in the project will be **randomly assigned** to one of two conditions: (a) an immediate use condition or (b) a later use condition, described below:

2025-2026

Immediate use schools: **Teachers**¹ who agree to participate will manage student use of Boost Reading for 20-30 minutes per day, 2-4 times per week, for 20 weeks. They will also participate in professional development on Boost Reading.²

Later use schools: **Teachers** who agree to participate will continue typical instruction (i.e., keep doing business as usual).

Both conditions: **Teachers** who agree to participate will facilitate assessment, complete three surveys throughout the year, and allow researchers to observe classroom instruction three times throughout the year.³ **Students** in both conditions will participate in assessments and surveys at the beginning and end of the year.⁴

¹ Teachers in K-1 in immediate use schools will also have access to Boost Reading and Boost Lectura.

² As planned, professional development includes a one hour online, synchronous meeting and a one hour online, asynchronous module. However, this can be adjusted as needed in consultation with the district.

³ Observations will be completely non-evaluative, observation data will not be shared with the district without teacher agreement, and any reporting on observation data will occur at an aggregate level so that teacher anonymity is preserved.

⁴ Assessments (<https://roar.stanford.edu/> and <https://mocca.uoregon.edu/#/>) will be administered online and whole group for two 45 minute sessions at the beginning and end of the school year.

2026-2027

Teachers who were in the later use condition in 2025-2026 will receive training for using Boost Reading. **Students** in all participating schools will have access to the program.

Incentives

- **All participating schools will have free access to K-5 Boost Reading and K-2 Boost Lectura from 2026-2029.**⁵
- All participating schools will be given access to reports from the assessments administered for the project.
- All participating teachers will be assigned to a Stanford Research Assistant whom they can contact for support with any activities specifically related to the project.
- All participating teachers will be provided with a \$500 honorarium to cover any activities specifically related to the project.⁶

Data Sharing and Use

The Parties will develop and sign a data use agreement that enables data sharing and ensures adherence to relevant data security and privacy policies. L2L will ask the district for access to data on student demographics and literacy-related assessments, and L2L will share literacy-related assessment data collected through the project with the district.

Scope of Collaboration⁷

The Parties understand and acknowledge that any specific activities implemented pursuant to this MOU shall be subject to: (a) availability of funds; (b) the review and approval of each Party's authorized representatives; and (c) the execution of further written agreements, such as those necessary to undertake sponsored research.

Signatories

⁵ Schools in the immediate use condition will have free access to Boost Reading and Boost Lectura for 2025-2026 as well for the study.

⁶ The amount of the honorarium will be determined in consultation with the district to ensure the amount is aligned with district policies and norms.

⁷ 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.

Rebecca Silverman

Signed: Dr. Rebecca D. Silverman
Title: Judy Koch Professor of Education
Party: Language to Literacy Lab at
Stanford University
Date: 05/13/25

Signed: _____
Title: _____
Party: _____
Date: _____

JUSTIFICATION REMARKS

Date: May 29, 2025

Requestor: Cyndee Nguyen, Ed.D.
Director of Curriculum, Instruction, and Assessment
Educational Services

RE: Stanford Language to Literacy Lab's Accelerating Literacy via Digital Technology Research Project for the 2025-26 School Year

Remarks:

As part of MVWSD's participation in Stanford Language to Literacy Lab's research project, teachers and students at the research sites would use Amplify BOOST Reading. The use of Amplify BOOST Reading aligns with our district's piloting procedures for curriculum and instructional materials.

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
 Sysco Food Services San Francisco

2. Base year contract term: Effective date: 9-1-2023 Expiration date: 8/31/2024

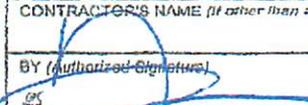
Extension year: Effective date: 9-1-2025 Expiration date: 8/31/2026

3. The maximum dollar amount of this contract:
 \$475,000 (maximum dollar amount)

4. Vendor Services:
 Groceries, Cleaning supplies, small wares

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) 5/15/2025 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Summer B. Knight- Contract Bid Manager | |
| ADDRESS 5900 Stewart Ave. Fremont, CA 94538 | |
| 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.

Sysco San Francisco

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Summer B. Knight- Contract Bid Manager

Name(s) and Title(s) of Authorized Representatives

Signature(s)

5/15/2025

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: Sysco San Francisco

Street address: 5900 Steward Ave.

City, State, Zip: Fremont, CA 94538

Summer B. Knight

CERTIFIED BY: (type or print)

TITLE: Contract and Bid Manager


(Signature)

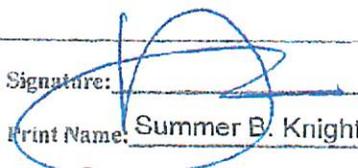
5/15/2025

(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)

| | | |
|---|--|--|
| <p>1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type: a. initial filing b. material change</p> <p>For material change only: Year ___ quarter Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p>\$ _____</p> | |
| <p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> | |
| <p>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.</p> | <p>Signature: </p> <p>Print Name: Summer B. Knight</p> <p>Title: Contract and Bid Manager</p> <p>Telephone No.: (209) 596-9438</p> <p>Date: 5/15/2025</p> <p>**NOTHING TO REPORT**</p> | |

| | |
|------------------|--|
| 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

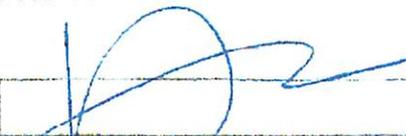
Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

| | |
|---------------------|-------------|
| Sysco San Francisco | |
| 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):



| | | |
|--|---|-----------|
| | Sysco San Francisco- Contract Bid Manager | 5/15/2025 |
| 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 ^{See attached certificates}_____ (insert vendor name), certify that ^{See attached certificates}_____ (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).

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 ^{See attached certificates} _____ (insert vendor name), certify that ^{See attached certificates} _____ (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: SYSCO Food Services San Francisco***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.

Using the CDE contract form.

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 Office}

- 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: <u><i>Debbie Austin</i></u> | Signature: <u><i>[Signature]</i></u> |
| Date: <u>May 14</u> , 20 <u>25</u> | Date: <u>June 2</u> , 20 <u>25</u> |
| Print Name: <u>Debbie Austin</u> | Print Name: <u>Dr. Rebecca Westover</u> |
| Print Title: <u>Director of Child Nutrition</u> | Print Title: <u>Chief Business Officer</u> |

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: ^{not} **Danielsen CO**

***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} *RFP done in previous year*

- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

Using the CDE forms.

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 Office}

- 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: <u><i>Debbie Austin</i></u> | Signature: <u></u> |
| Date: <u>May 14</u> , 20 <u>25</u> | Date: <u>June 4</u> , 20 <u>25</u> |
| Print Name: <u>Debbie Austin</u> | Print Name: <u>Dr. Rebecca Westover</u> |
| Print Title: <u>Director of Child Nutrition</u> | Print Title: <u>Chief Business Officer</u> |

For Department:

Checklist not required for school sites

CONTRACT EXTENSION

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | | |
|-------|---------------------------------|---|
| Pages | Renewal (Extension Number) 2 | Agreement Number (Base year) 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 Danielsen Co.

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;
 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.) <i>The Danielsen Company</i> | |
| BY (Authorized Signature) <i>[Signature]</i> | DATE SIGNED (Do not type) <i>May 15, 2025</i> |
| PRINTED NAME AND TITLE OF PERSON SIGNING <i>Steven P. Schwartz - Bid Manager</i> | |
| ADDRESS <i>435 Southgate Ct, Chico CA 95928</i> | |
| SCHOOL FOOD AUTHORITY | |
| SCHOOL FOOD AUTHORITY NAME <i>Mountain View Whisman School District</i> | |
| BY (Authorized Signature) <i>[Signature]</i> | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING <i>Rebecca Westover Chief Business Official</i> | |
| ADDRESS <i>1400 Montecito Ave. Mountain View CA 94043</i> | |

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 Durrelsen Company
Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Steven P. Schwartz - Bid Manager
Name(s) and Title(s) of Authorized Representatives

SP Schwartz
Signature(s)

May 15, 2025
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.

The Danielson company does not lobby.
Organization: The Danielson Company
Street address: 4255 Southgate Ct
City, State, Zip: Chico, CA 95928

CERTIFIED BY: (type or print)

TITLE: Bid Manager

[Signature]
(Signature)

May 15, 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: <i>The Danielson Company does not lobby.</i> 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: <i>[Signature]</i> Print Name: <u>Steven P. Schwartz</u> Title: <u>Bid Manager</u> Telephone No.: <u>(530) 895-3187</u> Date: <u>May 15, 2025</u> | |

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.

| | |
|--------------|-------------|
| 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):

| | | |
|--|-------|------|
| 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 The Danisgen Company (insert vendor name), certify that _____ (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).



Date: February 28, 2025

Subject: Intent to Renew Letter for School Year 2025-2026

Dear Valued School Partner,

Your school district or Cooperative has active contract(s) for school year 2024-2025 (SY24-25) that were awarded to The Danielson Co and have the *option to renew* for an additional school year. Our goal is to provide a seamless renewal process for our customers for the upcoming SY25-26. The Danielson Co would like to renew your current contract(s) for SY25-26 for the date range of July 1, 2025, through June 30, 2026. If you are willing to renew your current contract(s), please confirm your Intent to Renew with The Danielson Co by March 20th, 2025, by returning this signed Intent to Renew letter to the bid pricing manager. A signed Intent to Renew letter is not a contract. The Intent to Renew Letter allows The Danielson Co Contracts Department to request SY25-26 pricing from manufacturers to prepare a formal renewal offer letter and submit SY25-26 pricing renewal documentation for your review. We anticipate providing contract renewal documentation to districts in April 2025 for SY25-26 if Intent to Renew is received by March 20th, 2025.

We are honored to be your Child Nutrition partner, and we look forward to the opportunity to continue servicing your school district again for SY25-26.

Sincerely,

Steve Schwartz
steve@dancofoods.com

Yes I am interested in renewing my current contracts for the 2025-2026 school year.

Please prepare offer letters and solicit pricing for my school district.

Mountain View Whisman
 School District / School Cooperative
 School District

Debbie Austin
 Signature

3/8/2025
 Date

Dir. Child Nutrition
 Job Title

Debbie Austin
 Full Name (printed)

By signing the Intent to Renew Letter you are not contractually obligated to renew you are just approving The Danielson Co to request pricing for your District/COOP.

The Danielson Company
435 Southgate Court
Chico, CA 95928
530-895-3187





May 9, 2025

**Mountain View Whisman School District
Attn: Debbie Austin
1701 Rock St
Mountain View, CA 94043**

**Bid# 2023-24-05 Rollover #2
Due: May 12, 2025, 4:00 p.m.**

Terms & Conditions of Food Contracts

BID LEGEND

- SO = Special order - three case minimum. Please allow extra lead time. Will stock if usage warrants.
CMO = Combined Minimum Order from same manufacturer. Please look for minimum quantity or weight requirements to receive bid pricing.
STA = Subject to availability from manufacturer.
MKT = Price is based on the market at the time the bid was written; therefore, the price is subject to market increase or decrease and carries with it no guaranteed 30-day notice.
FFS = Fee for service. Customers will be invoiced for products by manufacturers.

*****Commodity Pricing assumes the customer has all possible Commodities.**

BID DURATION: September 1, 2025 – June 30, 2026, unless otherwise noted.

PALLET EXCHANGE: We encourage customers to participate in our pallet exchange policy. If a customer chooses to opt-out of the exchange, Danielsen reserves the right to charge \$8.00 per pallet not exchanged.

PAYMENT TERMS: Requesting a Net 30-day end of month, excluding drop shipments from manufacturers. Drop shipment requested payment terms are Net 15 days. Per GC 926.10: interest will be charged on all balances past 60 days at 6% per annum. If these payment terms are not met, we reserve the right to terminate bid prices. Awarding bid items to The Danielsen Company constitutes the customer's acceptance of payment terms.

SPECIAL REQUIREMENTS: Subject to \$1000.00 Minimum delivery requirement.

NUTRITIONAL ANALYSIS & SPECIFICATION SHEETS: N.A. & spec sheets will be provided when required by Recipient Agency (RA) on awarded items. Please request under separate cover and fax to our office at (530) 895-3987 or (800) 700-6332.

BID NOTATION: Recipient Agency (RA) will be notified 30 days before any price adjustments are made. The Danielsen Company reserves the right to review prices on an on-going basis, should a manufacturer or supplier increase their prices to us, those prices may, in turn, increase the bid price accordingly. We will notify the RA of price increases as soon as those increases are published.

FUEL SURCHARGE POLICY: Our bid pricing is based on fuel rates stated by the Department of Energy (DOE) at the time the bid was completed. We reserve the right to enact a fuel surcharge. (These rates are updated by the DOE every Monday and can be heard on their Diesel Fuel Average hot line at (202) 586-6966, for the West Coast, California region.)

NOTE: Written confirmation of bid award is required to activate these bid prices.
Thank you for the opportunity to bid our products and services.

Sincerely, The Danielsen Company, Inc.



May 9, 2025

Mountain View Whisman School District
1701 Rock St
Mountain View, CA 94043

Re: Extension Offer for Bid: 2023-24-05 Rollover #2 Grocery

The Danielson Co. is awarded the contract to Mountain View Whisman School District in accordance with your bid mentioned above. The term of that original contract is September 1, 2023 through August 31, 2024. The contract may be extended for an additional three [3] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

The Danielsen Company respectfully requests a one-year extension effective July 1, 2025 with the following representation:

1. Manufacturer price changes: Any additional supporting documentation will be provided to the district upon request.
2. CPI Increase: 3.17 % Based on the Consumer Price Index for San Francisco-Oakland-Hayward, CA "All Urban Consumers" "All Items Less Shelter".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

Steven P. Schwartz

Acceptance:

Signature

Title

Date

The Danielsen Company
435 Southgate Court
Chico, CA 95928
530-895-3187



The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | | | | |
|-------------|---------|--------------------------|---|----------------|------|------------|---------------------|
| Contract #: | | 7139001 | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | |
| | | | | | | | Minimum: \$1,000.00 |
| Bid Line # | Danco # | Brand | Description | Code | Sell | Spec. Inst | QTY |
| 226 | 6793 | Dakota Growers | 20# WG Elbow Macaroni | 92109 | | | 24 |
| 227 | 6794 | Dakota Growers | 20# WG Penne Rigate | 92010 | | | 2 |
| 230 | 6795 | Dakota Growers | 20# WG Rotini | 92021 | | | 5 |
| 232 | 6792 | Dakota Growers | 20# WG 10" Spaghetti | 91322 | | | 112 |
| 35 | 2063 | Darigold | 31-1# Unsalted Butter Solids | 310673 | | | 2 |
| 99 | 1902 | Crown Point | 20# Domestic Cut Corn | 11236 | | | 3 |
| 384 | 1899 | Crown Point | 20# Domestic 4-Way Mixed Vegetables | 11243 | | | 6 |
| 363 | 5992 | Aranda's | 12-44ct 6" WG Corn Tortillas | ACT644 | | | 3 |
| 298 | 6729 | Lucky | 4-1 Gal Soy Sauce | 712646 | | | 1 |
| 300 | 6430 | Lady | 500-.5oz Soy Sauce Packets | 712575 | | | 1 |
| 301 | 6429 | Double Hi | 500-.5oz Sweet & Sour Sauce Packets | 715557 | | | 12 |
| 224 | 1024 | Bake Crafters | 144-1.3oz 4" WG Pancake | 1475 | | | 15 |
| 204 | 6041 | Tasty Nada | 60-4.5oz IW WG Turkey Taco Pockets | TACONADA2B12W | | | 27 |
| 249 | 6040 | Tasty Nada | 60-4.5oz Bulk WG Turkey Pizza Pockets | PIZZANADA2B12B | | | 4 |
| 128 | 6567 | Linda's | 216-1.5oz R/F WG Chocolate Chip Cookie Dough | 78015 | | | 5 |
| 344 | 3477 | C&H | 25# Granulated Sugar | 801461 | | | 1 |
| 292 | 6813 | Las Palmas | 6-#10 Original Enchilada Sauce | 11050 | | | 12 |
| 310 | 6681 | Frank's | 4-1 Gal Red Hot Buffalo Wing Sauce | 74161 | | | 1 |
| 316 | 1095 | Spice Classics | 6-9oz No MSG Taco Seasoning Mix | 932715 | | | 1 |
| 93 | 907176 | FatCat | 140-1.2oz IW WG Halloween Cookies | WGHC1401SW | | | 21 |
| 33 | 7414 | Fernando's | 96-4.5oz IW WG Bean & Cheese Burritos | 33212 | | | 14 |
| 255 | | Smartfood | 72ct WG White Cheddar Popcorn | 309004 | | | 9 |
| 54 | 7534 | General Mills | 60-2oz WG Cinnamon Rice Chex Cereal Cups | 14883 | | | 35 |
| 319 | 1949 | Nature Valley | 144ct Oats & Honey Granola Bars | 11582 | | | 11 |
| 324 | 6258 | General Mills | 60-.92 WG Simply Cheddar Chex Mix | 31932 | | | 24 |
| 392 | 7089 | Pillsbury | 72-2.47oz IW WG Mini Blueberry Waffles | 32264 | | | 85 |

The Danielson Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | | | | |
|-------------|---------|--------------------------|--|---------------|------|------------|---------------------|
| Contract #: | | 7139001 | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | |
| | | | | | | | Minimum: \$1,000.00 |
| Bid Line # | Danco # | Brand | Description | Code | Sell | Spec. Inst | QTY |
| 172 | 7365 | Suncup | 40-4.23oz. Apple Juice Boxes | 400305 | | | 1759 |
| 173 | 1617 | Suncup | 40-4.23oz Cranberry Raspberry Juice Boxes | 402300 | | | 64 |
| 174 | 7367 | Suncup | 40-4.23oz. Fruit Punch Juice Boxes | 400805 | | | 111 |
| 175 | 7368 | Suncup | 40-4.23oz. OJ Tangerine Juice Boxes | 402405 | | | 1314 |
| 14 | 1923 | Packer Label | 6-#10 Black Beans | H5175 | | | 53 |
| 16 | 1925 | Packer Label | 6-#10 Dark Red Kidney Beans | H5217 | | | 4 |
| 18 | 1926 | Packer Label | 6-#10 Pinto Beans | H5245 | | | 46 |
| 237 | 6934 | Packer Label | 6-#10 Imported Sliced Jalapeno Peppers | H5572 | | | 2 |
| 309 | 4302 | Packer Label | 6-#10 Domestic Tomato Sauce | H6165 | | | 2 |
| 356 | 4424 | Packer Label | 6-#10 Domestic Diced Tomatoes in Juice | H6113 | | | 6 |
| 285 | 1582 | Integrated | 72-4.19oz IW WG Two-Cheese Grilled Cheese Sandwiches | 134000 | | | 40 |
| 111 | 901075 | Crunch & Crave | 160-1oz WG Churro Crackers | 2049193 | | | 4 |
| 92 | 3550 | Keebler | 150ct WG Chocolate Tiger Bite Grahams | 40239 | | | 2 |
| 29 | 1890 | Morningstar Farms | 48-2.5oz Griller Veggie Burgers | 10409 | | | 12 |
| 389 | 6395 | Eggo | 72ct IW WG Mini Cinnamon Waffles | 92313 | | | 20 |
| 393 | 6394 | Eggo | 72ct IW WG Mini Maple Waffles | 92315 | | | 291 |
| 346 | 4493 | Madeira Farms | 100-1.5oz Syrup Cups | 7160371396050 | | | 80 |
| 57 | 6452 | Lakeview | 4-5# Feather Shredded Cheddar Cheese | 500000 | | | 6 |
| 65 | 6443 | Packer Label | 336-1oz Mozzarella String Cheese | 600028 | | | 4 |
| 66 | 6213 | Lakeview | 4-5# Shredded Mozzarella Cheese | 600001 | | | 3 |
| 67 | 6510 | Lakeview | 4-5# Shredded Parmesan Cheese | 605345 | | | 3 |
| 259 | 2657 | McCain | 6-4# Seasoned Twirl Fries | MCL03622 | | | 38 |
| 31 | 6066 | Los Cabos | 96-5.2oz Wrap WG Bean & Cheese Burritos | 97576 | | | 57 |
| 32 | 6135 | Los Cabos | 48-5.2oz Bulk WG Bean & Cheese Burritos | 67576 | | | 15 |
| 34 | | Los Cabos | 80-5.25oz IW Bulk Vegan Bean & Cheese Green Chile Burritos | 13807 | | | 4 |

The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | | | | |
|-------------|---------|--------------------------|--|------------|------|------------|---------------------|
| Contract #: | | 7139001 | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | |
| | | | | | | | Minimum: \$1,000.00 |
| Bid Line # | Danco # | Brand | Description | Code | Sell | Spec. Inst | QTY |
| 272 | 1877 | Michael B's | 80-5.32oz IW WG Bean & Cheese Quesadillas | BCQ92 | | | 20 |
| 306 | 7167 | Nippon Shokken | 6-4.9# Teriyaki Sauce | 00003 | | | 2 |
| 239 | 1606 | Wild Mike's | 80-5.63oz IW WG 5" Deep Dish Pepperoni Pizza | 80649 | | | 2 |
| 216 | 5856 | Vegalene | 6-16.5oz Canola Spray | 1000044781 | | | 1 |
| 17 | 6160 | Pride Marketing | 50# Triple Cleaned Pinto Beans | | | | 7 |
| 241 | 1854 | Rebellyous Foods | 265-.6oz CN Vegan Kickin' Nuggets | KNFC212 | | | 15 |
| 242 | 1914 | Rebellyous Foods | 10# CN Vegan Kickin' Tenders | KTFC21 | | | 15 |
| 56 | 2278 | Schreiber | 4-5# 160 Sliced American Cheese | 107983 | | | 22 |
| 63 | 6759 | Rumiano | 10-1# 1oz Sliced Jack Cheese | 103520 | | | 16 |
| 214 | 4911 | Horn Of Plenty | 6-#10 Broken Segment Mandarin Oranges | 14724 | | | 2 |
| 3 | | Chef One | 150-.8oz Lemongrass Chicken Potstickers | 60583 | | | 4 |
| 136 | 1995 | Chef One | 384-.83 oz WG Chicken & Vegetable Dumplings | 60585 | | | 110 |
| 137 | 900961 | Chef One | 150-.8 oz Edamame Dumplings | 60588 | | | 45 |
| 185 | 1970 | Minh | 5-6# Low Sodium Orange Sauce | 69143 | | | 5 |
| 238 | 6115 | Tony's | 72ct IW 4" WG Galaxy Cheese Pizza | 78366 | | | 10 |
| 140 | | Minh | 72-3oz Vegetable Egg Rolls | 69039 | | | 8 |
| 26 | 6618 | Shannon's | 192-1oz WG Mini Burger Buns | SB420 | | | 18 |
| 167 | 5878 | Shannon's | 180-1oz WG Honey Breadsticks | SB730 | | | 164 |
| 195 | 1042 | Shannon's | 144-2oz WG English Muffin | SB550 | | | 152 |
| 279 | 6537 | Shannon's | 144-2oz WG Sliced Ciabatta Rolls | SB480 | | | 2 |
| 281 | 6070 | Shannon's | 108-2.5oz 6" Hinged WG Hoagie Rolls | SB822 | | | 1 |
| 267 | 5371 | Simplot | 6-5# Reduced Sodium Tater Tots | 004189 | | | 14 |
| 130 | 7044 | T. Marzetti | 4-1 Gal Buttermilk Ranch Dressing | 80060 | | | 31 |
| 131 | 7031 | T. Marzetti | 4- Gal 5-Star Royal Caesar Dressing | 80508 | | | 2 |
| 134 | 6679 | T. Marzetti | 120-1oz Ranch Dressing Cups | 83984 | | | 31 |
| 135 | 5578 | T. Marzetti | 120-1.5oz Buttermilk Ranch Packets | 81992 | | | 8 |
| 289 | 1908 | T. Marzetti | 4-1 Gal Mild BBQ Sauce | 83030 | | | 15 |
| 233 | | Marzetti Pasta | 2-5# F/C Cheese Tortellini | 4130830003 | | | 321 |

The Danielson Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | | | | |
|-------------|---------|--------------------------|--|-------------|------|------------|---------------------|
| Contract #: | | 7139001 | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | |
| | | | | | | | Minimum: \$1,000.00 |
| Bid Line # | Danco # | Brand | Description | Code | Sell | Spec. Inst | QTY |
| 387 | 1825 | Tasty Brands | 96-2.4oz IW WG Chocolate Chip Waffles | 55702 | | | 4 |
| 73 | 2074 | Tyson | 10# F/C Wings Of Fire | 10052100928 | | | 2 |
| 188 | 1537 | Chef's Pride | 4-1 Gal Mayonnaise | 77041 | | | 2 |
| 12 | 7320 | Western Bagel | 72-3oz Bulk WG Sliced White Wheat Bagels | 61774 | | | 74 |
| 13 | 7319 | Western Bagel | 72-3oz IW WG Sliced White Wheat Bagels | 68774 | | | 398 |
| 403 | 6868 | Parfait Pro | 6-64oz Vanilla Yogurt Pouches | 16632 | | | 32 |
| 401 | | Bagcraft | 4-500ct 10.5"x13" Red Checkered Foil Wraps | 300827 | | | 5 |
| 182 | 4042 | Packer Label | 1000ct 16"x24" Pan Liners | QPL1624 | | | 4 |
| 6 | 1797 | Bagcraft | 2000ct #19 White Dry Wax Bags | 450019 | | | 58 |
| 122 | 1945 | Empress | 20-50ct 12oz Clear Tall Plastic Cups | EPET12T | | | 2 |
| 164 | 1160 | Empress | 10-100ct Small P/F Vinyl Gloves | EVPFS4002 | | | 1 |
| 165 | 1162 | Empress | 10-100ct Large P/F Vinyl Gloves | EVPFL4003 | | | 6 |
| 166 | 1161 | Empress | 10-100ct Medium P/F Vinyl Gloves | EVPFM4002 | | | 12 |
| 177 | 7604 | Empress | 1000ct Regular Straw Spork Kits | E176015 | | | 287 |
| 179 | 1921 | Empress | 50-50ct 2oz. Portion Cup Lids | EPCLID2 | | | 1 |
| 180 | 1922 | Empress | 50-50ct 4oz. Portion Cup Lids | EPCLID3 | | | 2 |
| 243 | 1871 | Empress | 1000ct 9" Lightweight Paper Plates | E3040000066 | | | 10 |
| 246 | 6401 | Empress Earth | 4-125ct 9" Compostable Dinner Plates | EPL09PF | | | 33 |
| 370 | 5022 | Empress | 30-85ct 8"x11" 2-Ply Paper Towels | KT230851 | | | 2 |
| 377 | 1979 | Nova | 2-250ct #500 Red Plaid Food Trays | NFT500 | | | 12 |
| 378 | 1978 | Nova | 4-250ct #50 Kraft Food Trays | NFT50K | | | 3 |
| 5 | 2248 | Empress | 1000ct Plain Foil Hot Dog Bags | EMFB351585S | | | 7 |
| 141 | 6286 | Western Plastics | 12"x2000' Plastic Wrap | 122 | | | 4 |
| 143 | 6280 | Western Plastics | 1200ct 14"x14" Perforated Food Film | 313 | | | 42 |
| 145 | 6254 | El Dorado | 12"x1000' Standard Foil | 244 | | | 2 |
| 146 | 6282 | Western Plastics | 6-500ct 12"x10.75" Foil Sheet | 635 | | | 4 |
| 147 | 6283 | Western Plastics | 6-500ct 9"x10.75" Foil Sheet | 632 | | | 2 |
| | | | | | | | |
| | | | | | | | |

The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | 3.17% Cost Price Index + Vendor Price Changes | | | | |
|---------------------|---------|--------------------------|--|---|------------|------------|------------|-----|
| Contract #: | | 7139001 | | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | | |
| Minimum: \$1,000.00 | | | | | | | | |
| Bid Line # | Danco # | Brand | Description | Code | 24/25 Sell | 25/26 Sell | Spec. Inst | QTY |
| 226 | 6793 | Dakota Growers | 20# WG Elbow Macaroni | 92109 | \$19.72 | \$20.35 | MKT | 24 |
| 227 | 6794 | Dakota Growers | 20# WG Penne Rigate | 92010 | \$19.72 | \$20.35 | MKT | 2 |
| 230 | 6795 | Dakota Growers | 20# WG Rotini | 92021 | \$19.72 | \$20.35 | MKT | 5 |
| 232 | 6792 | Dakota Growers | 20# WG 10" Spaghetti | 91322 | \$19.72 | \$20.35 | MKT | 112 |
| 35 | 2063 | Darigold | 31-1# Unsalted Butter Solids | 310673 | \$3.60# | \$3.72# | MKT | 2 |
| 99 | 1902 | Crown Point | 20# Domestic Cut Corn | 11236 | \$20.74 | \$21.40 | MKT | 3 |
| 384 | 1899 | Crown Point | 20# Domestic 4-Way Mixed Vegetables | 11243 | \$20.23 | \$20.88 | MKT | 6 |
| 363 | 5992 | Aranda's | 12-44ct 6" WG Corn Tortillas | ACT644 | \$23.97 | \$25.48 | | 3 |
| 298 | 6729 | Lucky | 4-1 Gal Soy Sauce | 712646 | \$18.00 | \$18.58 | MKT | 1 |
| 300 | 6430 | Lady | 500-.5oz Soy Sauce Packets | 712575 | \$8.53 | \$8.81 | MKT | 1 |
| 301 | 6429 | Double Hi | 500-.5oz Sweet & Sour Sauce Packets | 715557 | \$26.05 | \$26.88 | MKT | 12 |
| 224 | 1024 | Bake Crafters | 144-1.3oz 4" WG Pancake | 1475 | \$28.00 | \$28.89 | | 15 |
| 204 | 6041 | Tasty Nada | 60-4.5oz IW WG Turkey Taco Pockets | TACONADA2B12W | \$51.43 | \$54.15 | | 27 |
| 249 | 6040 | Tasty Nada | 60-4.5oz Bulk WG Turkey Pizza Pockets | PIZZANADA2B12B | \$51.43 | \$54.15 | | 4 |
| 128 | 6567 | Linda's | 216-1.5oz R/F WG Chocolate Chip Cookie Dough | 78015 | \$63.48 | \$67.46 | | 5 |
| 344 | 3477 | C&H | 25# Granulated Sugar | 801461 | \$21.97 | \$22.67 | MKT | 1 |
| 292 | 6813 | Las Palmas | 6-#10 Original Enchilada Sauce | 11050 | \$39.04 | \$42.91 | MKT | 12 |
| 310 | 6681 | Frank's | 4-1 Gal Red Hot Buffalo Wing Sauce | 74161 | \$68.53 | \$70.71 | | 1 |
| 316 | 1095 | Spice Classics | 6-9oz No MSG Taco Seasoning Mix | 932715 | \$13.89 | \$14.34 | | 1 |
| 93 | 907176 | FatCat | 140-1.2oz IW WG Halloween Cookies | WGHC1401SW | \$44.04 | \$45.44 | SO | 21 |
| 33 | 7414 | Fernando's | 96-4.5oz IW WG Bean & Cheese Burritos | 33212 | \$96.73 | \$99.80 | | 14 |
| 255 | | Smartfood | 72ct WG White Cheddar Popcorn | 309004 | \$31.47 | \$32.47 | MKT SO | 9 |
| 54 | 7534 | General Mills | 60-2oz WG Cinnamon Rice Chex Cereal Cups | 14883 | \$37.62 | \$40.17 | | 35 |
| 319 | 1949 | Nature Valley | 144ct Oats & Honey Granola Bars | 11582 | \$32.73 | \$34.49 | | 11 |
| 324 | 6258 | General Mills | 60-.92 WG Simply Cheddar Chex Mix | 31932 | \$28.98 | \$30.56 | | 24 |
| 392 | 7089 | Pillsbury | 72-2.47oz IW WG Mini Blueberry Waffles | 32264 | \$36.97 | \$38.96 | | 85 |

The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | 3.17% Cost Price Index + Vendor Price Changes | | | | |
|---------------------|---------|--------------------------|--|---|------------|------------|------------|------|
| Contract #: | | 7139001 | | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | | |
| Minimum: \$1,000.00 | | | | | | | | |
| Bid Line # | Danco # | Brand | Description | Code | 24/25 Sell | 25/26 Sell | Spec. Inst | QTY |
| 172 | 7365 | Suncup | 40-4.23oz. Apple Juice Boxes | 400305 | \$8.00 | \$8.26 | | 1759 |
| 173 | 1617 | Suncup | 40-4.23oz Cranberry Raspberry Juice Boxes | 402300 | \$8.00 | \$8.26 | | 64 |
| 174 | 7367 | Suncup | 40-4.23oz. Fruit Punch Juice Boxes | 400805 | \$8.00 | \$8.26 | | 111 |
| 175 | 7368 | Suncup | 40-4.23oz. OJ Tangerine Juice Boxes | 402405 | \$8.00 | \$8.26 | | 1314 |
| 14 | 1923 | Packer Label | 6-#10 Black Beans | H5175 | \$27.75 | \$28.63 | | 53 |
| 16 | 1925 | Packer Label | 6-#10 Dark Red Kidney Beans | H5217 | \$27.20 | \$28.07 | | 4 |
| 18 | 1926 | Packer Label | 6-#10 Pinto Beans | H5245 | \$25.55 | \$28.71 | | 46 |
| 237 | 6934 | Packer Label | 6-#10 Imported Sliced Jalapeno Peppers | H5572 | \$22.26 | \$22.97 | | 2 |
| 309 | 4302 | Packer Label | 6-#10 Domestic Tomato Sauce | H6165 | \$20.66 | \$21.32 | | 2 |
| 356 | 4424 | Packer Label | 6-#10 Domestic Diced Tomatoes in Juice | H6113 | \$26.65 | \$27.50 | | 6 |
| 285 | 1582 | Integrated | 72-4.19oz IW WG Two-Cheese Grilled Cheese Sandwiches | 134000 | \$72.86 | \$75.17 | | 40 |
| 111 | 901075 | Crunch & Crave | 160-1oz WG Churro Crackers | 2049193 | \$37.97 | \$39.96 | SO | 4 |
| 92 | 3550 | Keebler | 150ct WG Chocolate Tiger Bite Grahams | 40239 | \$34.95 | MFG DISC | | 2 |
| 29 | 1890 | Morningstar Farms | 48-2.5oz Griller Veggie Burgers | 10409 | \$33.03 | \$34.08 | | 12 |
| 389 | 6395 | Eggo | 72ct IW WG Mini Cinnamon Waffles | 92313 | \$35.40 | \$36.53 | | 20 |
| 393 | 6394 | Eggo | 72ct IW WG Mini Maple Waffles | 92315 | \$35.40 | \$36.53 | | 291 |
| 346 | 4493 | Madeira Farms | 100-1.5oz Syrup Cups | 7160371396050 | \$16.44 | \$16.97 | | 80 |
| 57 | 6452 | Lakeview | 4-5# Feather Shredded Cheddar Cheese | 500000 | \$1.93# | \$2.21# | MKT | 6 |
| 65 | 2118 | Land O Lakes | 168-1oz Light Mozzarella String Cheese | 59703 | \$37.49 | \$52.69 | MKT | 4 |
| 66 | 6213 | Lakeview | 4-5# Shredded Mozzarella Cheese | 600001 | \$1.94# | \$2.22# | MKT | 3 |
| 67 | 6510 | Lakeview | 4-5# Shredded Parmesan Cheese | 605345 | \$3.47# | \$3.58# | MKT | 3 |
| 259 | 2657 | McCain | 6-4# Seasoned Twirl Fries | MCL03622 | \$47.46 | \$50.82 | MKT | 38 |
| 31 | 6066 | Los Cabos | 96-5.2oz Wrap WG Bean & Cheese Burritos | 97576 | \$75.08 | \$80.74 | | 57 |
| 32 | 6135 | Los Cabos | 48-5.2oz Bulk WG Bean & Cheese Burritos | 67576 | \$37.12 | \$40.65 | | 15 |

The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | 3.17% Cost Price Index + Vendor Price Changes | | | | |
|---------------------|---------|--------------------------|--|---|------------|------------|------------|-----|
| Contract #: | | 7139001 | | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | | |
| Minimum: \$1,000.00 | | | | | | | | |
| Bid Line # | Danco # | Brand | Description | Code | 24/25 Sell | 25/26 Sell | Spec. Inst | QTY |
| 34 | | Los Cabos | 80-5.25oz IW Bulk Vegan Bean & Cheese Green Chile Burritos | 13807 | \$76.48 | \$81.08 | SO | 4 |
| 272 | 1877 | Michael B's | 80-5.32oz IW WG Bean & Cheese Quesadillas | BCQ92 | \$92.51 | \$96.06 | | 20 |
| 306 | 7167 | Nippon Shokken | 6-4.9# Teriyaki Sauce | 00003 | \$42.45 | \$43.80 | | 2 |
| 239 | 1606 | Wild Mike's | 80-5.63oz IW WG 5" Deep Dish Pepperoni Pizza | 80649 | \$107.14 | \$110.54 | | 2 |
| 216 | 5856 | Vegalene | 6-16.5oz Canola Spray | 1000044781 | \$32.11 | \$34.13 | | 1 |
| 17 | 6160 | Pride Marketing | 50# Triple Cleaned Pinto Beans | | \$36.52 | \$38.84 | MKT | 7 |
| 241 | 1854 | Rebellyous Foods | 265-.6oz CN Vegan Kickin' Nuggets | KNFC212 | \$43.20 | \$46.62 | | 15 |
| 242 | 1914 | Rebellyous Foods | 10# CN Vegan Kickin' Tenders | KTFC21 | \$41.56 | \$44.92 | | 15 |
| 56 | 2278 | Schreiber | 4-5# 160 Sliced American Cheese | 107983 | \$2.49# | \$3.04# | MKT | 22 |
| 63 | 6759 | Rumiano | 10-1# 1oz Sliced Jack Cheese | 103520 | \$3.18# | \$3.58# | MKT | 16 |
| 214 | 4911 | Horn Of Plenty | 6-#10 Broken Segment Mandarin Oranges | 14724 | \$37.78 | \$39.81 | | 2 |
| 3 | | Chef One | 150-.8oz Lemongrass Chicken Potstickers | 60583 | \$37.07 | \$38.25 | MKT SO | 4 |
| 136 | 1995 | Chef One | 384-.83 oz WG Chicken & Vegetable Dumplings | 60585 | \$65.08 | \$67.15 | | 110 |
| 137 | 900961 | Chef One | 150-8 oz Edamame Dumplings | 60588 | \$38.26 | \$40.09 | SO | 45 |
| 185 | 1970 | Minh | 5-6# Low Sodium Orange Sauce | 69143 | \$57.75 | \$60.46 | MKT | 5 |
| 238 | 6115 | Tony's | 72ct IW 4" WG Galaxy Cheese Pizza | 78366 | \$71.62 | \$73.90 | MKT | 10 |
| 140 | | Minh | 72-3.1oz WG Vegetable Egg Rolls | 70255 | \$49.40 | \$50.97 | SO | 8 |
| 26 | 6618 | Shannon's | 192-1oz WG Mini Burger Buns | SB420 | \$37.14 | \$40.26 | | 18 |
| 167 | 5878 | Shannon's | 180-1oz WG Honey Breadsticks | SB730 | \$37.49 | \$40.64 | | 164 |
| 195 | 1042 | Shannon's | 144-2oz WG English Muffin | SB550 | \$30.00 | \$35.54 | | 152 |
| 279 | 6537 | Shannon's | 144-2oz WG Sliced Ciabatta Rolls | SB480 | \$57.73 | \$62.56 | | 2 |
| 281 | 6070 | Shannon's | 108-2.5oz 6" Hinged WG Hoagie Rolls | SB822 | \$37.77 | \$40.93 | | 1 |
| 267 | 5371 | Simplot | 6-5# Reduced Sodium Tater Tots | 004189 | \$44.90 | \$46.33 | | 14 |
| 130 | 7044 | T. Marzetti | 4-1 Gal Buttermilk Ranch Dressing | 80060 | \$57.64 | \$59.47 | | 31 |
| 131 | 7031 | T. Marzetti | 4- Gal 5-Star Royal Caesar Dressing | 80508 | \$69.04 | \$71.23 | | 2 |
| 134 | 6679 | T. Marzetti | 120-1oz Ranch Dressing Cups | 83984 | \$21.07 | \$21.74 | | 31 |
| 135 | 5578 | T. Marzetti | 120-1.5oz Buttermilk Ranch Packets | 81992 | \$29.32 | \$30.25 | | 8 |
| 289 | 1908 | T. Marzetti | 4-1 Gal Mild BBQ Sauce | 83030 | \$44.09 | \$45.49 | | 15 |

The Danielsen Company, Inc.
Bid Award

| School: | | Mountain View Whisman SD | | | | | | 3.17% Cost Price Index + Vendor Price Changes | |
|---------------------|---------|--------------------------|--|-------------|------------|------------|------------|---|--|
| Contract #: | | 7139001 | | | | | | | |
| Bid #: | | 2023-24-05 Rollover #2 | | | | | | | |
| Duration: | | 7/1/25-6/30/26 | | | | | | | |
| Minimum: \$1,000.00 | | | | | | | | | |
| Bid Line # | Danco # | Brand | Description | Code | 24/25 Sell | 25/26 Sell | Spec. Inst | QTY | |
| 233 | | Marzetti Pasta | 2-5# F/C Cheese Tortellini | 4130830003 | \$42.10 | \$43.44 | SO | 321 | |
| 387 | 2073 | Waffle Envy | 72-2.3oz IW WG Chocolate Chip Waffles | S722CC | \$54.66 | \$56.40 | | 4 | |
| 73 | 2074 | Tyson | 10# F/C Wings Of Fire | 10052100928 | \$41.34 | \$44.55 | MKT | 2 | |
| 188 | 1537 | Chef's Pride | 4-1 Gal Mayonnaise | 77041 | \$43.99 | \$45.39 | MKT | 2 | |
| 12 | 7320 | Western Bagel | 72-3oz Bulk WG Sliced White Wheat Bagels | 61774 | \$21.58 | \$23.14 | | 74 | |
| 13 | 7319 | Western Bagel | 72-3oz IW WG Sliced White Wheat Bagels | 68774 | \$24.95 | \$26.60 | | 398 | |
| 403 | 6868 | Parfait Pro | 6-64oz Vanilla Yogurt Pouches | 16632 | \$30.45 | \$31.96 | | 32 | |
| 401 | | Bagcraft | 4-500ct 10.5"x13" Red Checkered Foil Wraps | 300827 | \$124.89 | \$143.90 | MKT SO | 5 | |
| 182 | 4042 | Packer Label | 1000ct 16"x24" Pan Liners | QPL1624 | \$45.30 | \$46.74 | MKT | 4 | |
| 6 | 1797 | Bagcraft | 2000ct #19 White Dry Wax Bags | 450019 | \$45.54 | \$56.69 | MKT | 58 | |
| 122 | 1945 | Empress | 20-50ct 12oz Clear Tall Plastic Cups | EPET12T | \$38.53 | \$40.72 | MKT | 2 | |
| 164 | 1160 | Empress | 10-100ct Small P/F Vinyl Gloves | EVDFS4002 | \$19.68 | \$21.10 | MKT | 1 | |
| 165 | 1162 | Empress | 10-100ct Large P/F Vinyl Gloves | EVDFL4003 | \$19.68 | \$20.80 | MKT | 6 | |
| 166 | 1161 | Empress | 10-100ct Medium P/F Vinyl Gloves | EVDFM4002 | \$19.68 | \$20.80 | MKT | 12 | |
| 177 | 7604 | Empress | 1000ct Regular Straw Spork Kits | E176015 | \$13.24 | \$13.66 | MKT | 287 | |
| 179 | 1921 | Empress | 50-50ct 2oz. Portion Cup Lids | EPCLID2 | \$18.19 | \$18.77 | MKT | 1 | |
| 180 | 1922 | Empress | 50-50ct 4oz. Portion Cup Lids | EPCLID3 | \$23.76 | \$25.11 | MKT | 2 | |
| 243 | 1871 | Empress | 1000ct 9" Lightweight Paper Plates | E3040000066 | \$29.59 | \$30.53 | MKT | 10 | |
| 246 | 6401 | Empress Earth | 4-125ct 9" Compostable Dinner Plates | EPL09PF | \$32.06 | \$44.49 | MKT | 33 | |
| 370 | 5022 | Empress | 30-85ct 8"x11" 2-Ply Paper Towels | KT230851 | \$30.98 | \$33.16 | MKT | 2 | |
| 377 | | Golden West | 2-250ct #500 Red Plaid Food Trays | FT500KB | \$27.36 | \$28.23 | | 12 | |
| 378 | 1978 | Nova | 4-250ct #50 Kraft Food Trays | NFT50K | \$17.87 | \$18.44 | MKT | 3 | |
| 5 | 2248 | Empress | 1000ct Plain Foil Hot Dog Bags | EMFB351585S | \$32.62 | \$44.20 | MKT | 7 | |
| 141 | 6286 | Western Plastics | 12"x2000' Plastic Wrap | 122 | \$11.93 | \$12.42 | MKT | 4 | |
| 143 | 6280 | Western Plastics | 1200ct 14"x14" Perforated Food Film | 313 | \$13.16 | \$13.58 | MKT | 42 | |
| 145 | 6254 | El Dorado | 12"x1000' Standard Foil | 244 | \$22.83 | \$23.56 | MKT | 2 | |
| 146 | 6282 | Western Plastics | 6-500ct 12"x10.75" Foil Sheet | 635 | \$53.83 | \$60.08 | MKT | 4 | |
| 147 | 6283 | Western Plastics | 6-500ct 9"x10.75" Foil Sheet | 632 | \$45.84 | \$47.30 | MKT | 2 | |

The Danielsen Company, Inc.
 Bid Award

| School: | Mountain View Whisman SD | | 3.17% Cost Price Index + Vendor Price Changes | | | | | |
|--|--------------------------|-------|---|--------------------------|------------|------------|------------|-----|
| Contract #: | 7139001 | | | | | | | |
| Bid #: | 2023-24-05 Rollover #2 | | | | | | | |
| Duration: | 7/1/25-6/30/26 | | | | | | | |
| Minimum: \$1,000.00 | | | | | | | | |
| Bid Line # | Danco # | Brand | Description | Code | 24/25 Sell | 25/26 Sell | Spec. Inst | QTY |
| Signature:  | | | | Date: <u>May 9, 2025</u> | | | | |
| | | | | | | | | |
| | | | | | | | | |

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: **The Waffle Roost**

***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)

no cost to district

- \$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 Office}

- 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.

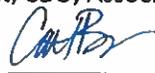
Contract for Energy Services That Will Generate Cost Savings

- 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: <u>May 29</u> , 20 <u>25</u> | Date: <u>June 2</u> , 20 <u>25</u> |
| Print Name: <u>Geoff Chang</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Federal, State, and Strategic Programs - Parent Engagement - No Cost to the District

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 The Waffle Roost
(“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

[x] Option 2 - Services explained as follows:

Chicken and Waffles truck is invited to our district wide event on 8/16 at Graham Middle School. The food truck will be
attending the event to sell food to our staff and families invited to the event.

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 \$ _____

[x] Option 3 – Other, please explain: No cost to the District

3. Contract Dates “Agreement Time”

Services Start Date: 8/16/25

Services End Date: 8/16/25

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement
until Contractor has submitted the following documents.

[x] Signed Agreement

[x] Insurance Certificates & Endorsements

[x] W-9 Form

5. Classified Service

[] YES

[x] NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-
44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law
mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement
System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either
personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day
next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: The Waffle Roost
Street: 394 Henderson Drive
City, State, Zip: San Jose CA 95123
Attn: Justin Funamura

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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 * |

* See COI

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: [Handwritten Initials]

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

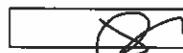
1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute 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#: **90-1076508**

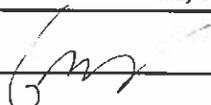
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order 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 **No Cost to District**

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 Dated: _____ May 30 _____, 20 25 Signature:  _____ Print Name: <u>Geoff Chang</u> Print Title: <u>Director of Federal, State, and Strategic Programs</u> | Contractor Name: <u>Justin Funamura</u> Dated: <u>5/20/25</u> _____, 20 ____ Signature:  _____ Print Name: <u>Justin Funamura</u> <u>President</u> Print Title: _____ |

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| Dated: _____, 20 ____ Signature: _____ Print Name: _____ Print Title: _____ | Dated: _____, 20 ____ Signature: _____ Print Name: _____ Print Title: _____ |

| Board of Trustees Action (District Office Use Only) | | | |
|---|---------------|--------|--------------|
| Board of Trustees Meeting Date: _____ | For Contract: | Review | Ratification |

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.

| | |
|---|---|
| 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.) The Waffle Roost |
| 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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <i>Note:</i> 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. <input type="checkbox"/> Other (see instructions) |
| | 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) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 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 <input type="checkbox"/> |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 394 Henderson Drive |
| 6 | City, state, and ZIP code San Jose, CA 95123 |
| 7 | List account number(s) here (optional) |
| Requester's name and address (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 | - | 1 | 0 | 7 | 6 | 5 | 0 | 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

Date **3/25/25**

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

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.

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 ⁴ |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 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 |

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List 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.

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.

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

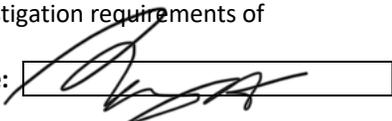
Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: _____
Street _____
City, Sate, Zip _____
Attn: _____

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor’s Initials Here: 

(This portion to be filled out by District Representative)

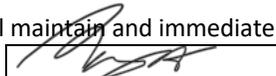
7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials:

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#:

87-4156876

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

| | |
|---|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>May 22</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Vernorris Taylor</u></p> <p>Print Title: _____</p> | <p style="text-align: center;">Contractor:</p> <p style="font-size: 24pt; text-align: center;">TJ's House of Bounce</p> <p>Contractor Name: _____</p> <p>Dated: <u>May 28</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: _____</p> <p>Print Title: _____</p> |
|---|---|

| APPROVAL | |
|--|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> | <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> |

| | | | |
|--|---------------|--------|--------------|
| Board of Trustees Action (District Office Use Only) | | | |
| Board of Trustees Meeting Date: _____ | For Contract: | Review | Ratification |



Vernorris Taylor <vtaylor@mvwsd.org>

Your Updated Receipt from tjs house of bounce llc - Order #5879

1 message

tjs house of bounce llc <receipt@ers-mail.com>
Reply-To: tjshouseofbounce@gmail.com
To: vtaylor@mvwsd.org

Fri, May 23, 2025 at 7:26 PM

Invoice/Receipt #5879



tjs house of bounce llc
408-334-7135
www.tjshouseofbounce.com

Important Information - Please Read Below!

06/02/2025 06:00am, 06/02/2025 04:30pm

Vernorris Taylor
220 N WHISMAN RD
Mountain View, ca 94043
vtaylor@mvwsd.org
650-906-4900/

Customer Comments:We are not utilizing the bounce house.

| | | Mon, Jun 2 6:00 am → 4:30 pm | | |
|---|------------------------------|------------------------------|-----|------------|
|  | Ring Toss Carnival Game | \$99.99 | x 1 | = \$99.99 |
|  | Yard games package | \$119.99 | x 1 | = \$119.99 |
|  | Dunk Tank Splash 500 Gallons | \$499.99 | x 1 | = \$499.99 |
|  | Can Smash Carnival Game | \$99.99 | x 1 | = \$99.99 |
|  | Down The Clown Game | \$99.99 | x 1 | = \$99.99 |

| | |
|------------------------------|----------------------|
| SubTotal | \$919.95 |
| General Discount: 75 | -\$75.00 \$844.95 |
| Travel Fee for Mountain View | \$75.00 \$919.95 |

Total \$919.95

Customer - 05/23/2025 07:26pm Credit Card (Visa, MC, Disc, Amex) Payment (2000) \$459.98

Tip: \$69.00 (Total \$528.98)

Due \$459.97

[Click here to read and sign your contract](#)

To Pay your Final/Remaining Balance (if a final balance is due), Save this Receipt and CLICK BELOW:

[\(Click here to View and/or Pay your Balance\)](#)

A few tips and reminders: (PLEASE READ BELOW)

1) payment is due 2 days before your event we do not accept cash or check payments. All payments are paid through our automated system we accept all major credit cards.

2) Please call our office if you have stairs or a tiered backyard, so we can discuss setup options additional charges may vary.

3) we require a minimum walkway of 40 inches with a clear path with no debris or obstacles , set up area must be clear and free of dog poop.

4) We will call you the day before your event with a set up time (we sometimes have to arrive very early to get all of the jumps out on time but we do not charge for the extra time)

5) No shoes, No food No glitter, No confetti, No silly string, No sharp objects. You may be charged additional fees if any occur.

6) Please call as early as possible if you need to cancel for weather or any other reason. Once we've set up, we do not give refunds for any reason including weather.

7) If your event will be at a park. Please tell us. It affects our scheduling and your pricing. You will need to either provide electricity within 50' or rent a generator which we can provide at an additional cost.

We want your party to go as smoothly as possible. Please call if you have any questions. Thanks!

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
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: _____
Street _____
City, Sate, Zip _____
Attn: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Weingarten Children's Center

***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.

Selma Master Contract
is being used
in lieu of PSA

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.

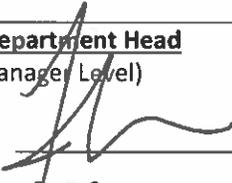
Contract for Energy Services That Will Generate Cost Savings

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: June 3, 20 25 | Date: June 5, 20 25 |
| Print Name: Frank Selvaggio | Print Name: Cathy Baur |
| Print Title: Special Education Director | Print Title: Associate Superintendent |

or Department: Special Education

W. Weinstein NPS

Checklist not required for school sites

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

| | |
|------------------------------|--|
| Local Education Agency (LEA) | <u>Mountain View Whisman School District</u> |
| Contract Year | <u>2025-2026</u> |
| Nonpublic School | <u>Weingarten Children's Center</u> |
| Nonpublic Agency | <u></u> |

Type of Contract:

 Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

**DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES**

2025-2026

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**MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026**

THIS MASTER CONTRACT (contract) is made and entered into this 1st day of July 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Weingarten Children's Center, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If Certification expires during the Master Contract period, the CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to students.
- SPI (Superintendent of Public Instruction)

6. **NO DISCRIMINATION**

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address*) Frank Selvaggio - Special Education Director 1400 Montecito Ave Mountain View CA 94043

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) William B. Doyle, Executive Director 3518 Jefferson Ave. Redwood City, CA 94062. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employees known or reasonably believed to be responsible for LEA's special education program, of the existence of disagreement or dispute, and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participate in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORS providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. CONTRACTOR agrees that subCONTRACTORS providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send a written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORS shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. If no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all rights to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from

all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A – Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability coverage of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate.** The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.).

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R. section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in an NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP including the Individualized Transition Plan (ITP) and available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract. Designated instruction and related services will

only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

If the student is enrolled in an NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals. For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs associated with an NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall ensure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who have knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When a student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that hold a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as a curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFF ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.
- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited to 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student was continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student's parents; (b) employees of LEA of CONTRACTION having a legitimate educational interest in requesting or receiving information for the record and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

| A. Nonpublic School only | Rate | Period (specify) |
|--|--|--|
| <u>Basic Education Program</u> | <u>\$ 285 per day 180 min. inst. class</u> | <u>\$ 177 per PM Bridge day 135min.</u> |
| B. Designated Instruction and Service and/or Other Related Services | | |
| (1) Adapted Physical Education | \$ _____ | per _____ |
| (2) Behavior Intervention Services | _____ | per _____ |
| (3) Day Treatment Services | _____ | per _____ |
| (4) Language/Speech Therapy/Group | \$ 98.00 | per 30 min. prorated in 15 min. intervals |
| (5) Language/Speech Therapy/Indiv. | \$ 98.00 | per 30 min. prorated in 15 min. intervals |
| (6) Mental Health | _____ | per _____ |
| a) Counseling/Group | _____ | per _____ |
| b) Counseling/Individual | _____ | per _____ |
| c) Counseling and Guidance | _____ | per _____ |
| (7) Occupational Therapy | \$145 | per 45 min. session |
| (8) One-on-One Aide | _____ | per _____ |
| (9) Parent Counseling | _____ | per _____ |
| (10) Physical Therapy | _____ | per _____ |
| (11) Psychological Services | _____ | per _____ |
| (12) Residential Treatment Services <i>Educationally Related Mental Health Board and Care</i> | _____ | per _____ |
| (13) Social Work Services | _____ | per _____ |
| (14) Transportation (if required) | _____ | per _____ |
| (15) Other: DHH | \$186 | per 60 min. session |
| Other: Educational Audiology | \$220 | per 60 min. session |
| Other: OT/SP/HH Assessment | \$804 | per <small>assessment, includes intake, record review, report, consult follow up</small> |

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's

withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Welldom 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:
 - 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

| <u>Approval by Department Head</u> (Minimum: Manager level) | <u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|--|--|
| Signature: _____ | Signature: _____ |
| Date: <u>June 3</u> , 20 <u>25</u> | Date: <u>June 5</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Special Education Director</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Special Education Welldom \$338,070

Checklist not required for school sites

SLP 1/2 PTs

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 Welldom 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.

[X] Option 1 - As indicated in Exhibit A – attached [] Option 2 - Services explained as follows:
Due to a shortage of internal applicants, Welldom Inc will provide one full time Speech Language Pathologist and one part time Physical Therapist

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 \$ _____
[X] Option 3 – Other, please explain: Total not to exceed \$338,070

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.

- [X] Signed Agreement
[X] Insurance Certificates & Endorsements
[X] W-9 Form

5. Classified Service

[] YES [X] 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: Welldom Inc
1400 Montecito Ave. Street 39270 Paseo Pkwy #207
Mountain View, CA 94043 City, State, Zip Fremont, CA 94538-1616
Attn: Chief Business Officer Attn: Sachin Andhare

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: SA

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan’s Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- 2. No Contact:** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- 4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: 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: SA

(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:

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: S Corporation

Employer Identification and/or SSN#: 83-0751609

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

| | |
|---|---|
| <p style="text-align: center;">Requesting Administrator</p> <p>Mountain View Whisman School District</p> <p>Dated: <u>June 3</u>, 20<u>25</u></p> <p>Signature: _____</p> <p>Print Name: <u>Frank Selvaggio</u></p> <p>Print Title: <u>Special Education Director</u></p> | <p style="text-align: center;">Contractor:</p> <p>Contractor Name: <u>Welldom, Inc.</u></p> <p>Dated: <u>May 28</u>, 20<u>25</u></p> <p>Signature: <u>Sachin Andhare</u></p> <p>Print Name: <u>Sachin Andhare</u></p> <p>Print Title: <u>Chief Growth Officer</u></p> |
|---|---|

| APPROVAL | |
|---|--|
| Authorized Signer | Superintendent/Designee |
| <p>Dated: _____, 20<u>25</u></p> <p>Signature: _____</p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Associate Superintendent</u></p> | <p>Dated: _____, 20<u> </u></p> <p>Signature: _____</p> <p>Print Name: <u>Jeffrey Baier</u></p> <p>Print Title: <u>Superintendent</u></p> |

| | | | |
|--|---------------|--------|--------------|
| Board of Trustees Action (District Office Use Only) | | | |
| Board of Trustees Meeting Date: _____ | For Contract: | Review | Ratification |



Rate Sheet 2025-26

| Discipline | Per Day Rates (\$) 7-8 hours/day | Per hour Rates (\$) |
|-------------------|---|----------------------------|
| PT | 1112 | 193 |
| PTA **** | 898 | 140 |
| SLP | 1069 | 157 |
| SLP-Bilingual | 1194 | 175 |
| SLPA **** | 767 | 110 |
| SLPA Bilingual | 838 | 120 |
| OT | 996 | 144 |
| COTA **** | 767 | 110 |
| AAC / AT | 1194 | 175 |
| APE | 952 | 142 |
| APEA **** | 767 | 110 |

*** SLPA, COTA, PTA, and APEA will need supervision from respective field providers. If the district does not have a supervising provider on staff, 2 hours/week of supervisor per hour rates will be applied.

Assessment Rates Includes Student observations, Assessment protocols and tools , Report building and an IEP meeting up to 2 hours, additional meetings are charged at \$ 125 /hour.

| | |
|------------------|---------|
| Physical Therapy | \$ 2000 |
|------------------|---------|

| | |
|--|----------|
| Occupational Therapy | \$ 2000 |
| Speech Therapy | \$ 2000 |
| Speech Therapy Bilingual | \$ 2400 |
| AAC Assessment | \$ 2200 |
| AT Assessment | \$ 2200 |
| AAC + AT Assessment | \$ 3800 |
| Psych | \$ 2200 |
| Psych Bilingual | \$ 2500 |
| Adaptive Physical Education | \$ 950 |
| Childfind Assessment package (includes Psych, SLP, OT, PT) | \$ 6800* |
| Childfind Assessment package (includes Psych, SLP, OT, PT) Bilingual | \$ 7500* |

*Please enquire for bulk assessments pricing.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: 2025-26 Consolidated Application for Funding

Estimated Time:

Person Responsible:

Geoff Chang, Director of Federal, State and Strategic Programs

Background:

The Consolidated Application spring release serves as the District’s formal request to the California Department of Education for state and federal categorical funding for the 2025-26 school year. Categorical funds are restricted funds and may only be spent on items specified per categorical regulations. Consultation with District English Learner Advisory Committee was conducted and approval was secured.

Fiscal Implication:

District entitlements for the 2025-26 school year are unknown at this time.

2024-25 Entitlements are listed below:

Title I, Part A LEA: \$434,401

Title II, Part A: \$94,426

Title III EL student program: \$145,229

Title III Immigrant: \$57,285

Title IV, Part A LEA: \$28,918

Recommended Action:

That the Board of Trustees approve the application for funding as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|--------------------------------------|-----------------|-------------|
| Consolidated Application for Funding | Backup Material | 5/5/2025 |

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Mountain View Whisman (43 69591 0000000)

[Home](#)[Data Entry Forms](#)[Certification Preview](#)[Certify Data](#)[Reports](#)[Users](#)[Contacts](#)[FAQs](#)[Data Entry Instructions](#)

2025–26 Application for Funding

Required fields are denoted with an asterisk (*).

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that
the Local Board has approved the
Application for Funding for the listed fiscal
year:

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that
parent input has been received from the
District English Learner Committee (if
applicable) regarding the spending of Title
III funds for the listed fiscal year:

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

* **Title I, Part A (Basic Grant):** No Yes
ESSA Sec. 1111 et seq.
SACS 3010

* **Title II, Part A (Supporting Effective Instruction):** No Yes
ESEA Sec. 2104
SACS 4035

* **Title III English Learner:** No Yes
ESEA Sec. 3102
SACS 4203

* **Title III Immigrant:** No Yes
ESEA Sec. 3102
SACS 4201

* **Title IV, Part A (Student and School Support):** No Yes
ESSA Sec. 4101
SACS 4127

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Job Descriptions for Maintenance and Operations

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

New job descriptions have been created for positions in maintenance and operations.

Bus Driver Lead
Custodian Lead
General Maintenance Lead
Skilled Trades Worker

Fiscal Implication:

Recommended Action:

Staff recommend approval of new job descriptions for maintenance and operations.

ATTACHMENTS:

| Description | Type | Upload Date |
|--------------------------|-----------------|-------------|
| Bus Driver Lead | Backup Material | 6/6/2025 |
| Custodian Lead | Backup Material | 6/6/2025 |
| General Maintenance Lead | Backup Material | 6/6/2025 |
| Skilled Trades Worker | Backup Material | 6/6/2025 |

| | |
|---|---|
| Mountain View Whisman School District Human Resources Department | Job Title: Bus Driver Lead |
| Classification: G | Date Reviewed: Date Revised: June 2025 Date approved by CSEA: |

Employment contingent upon background check and Post-Offer Pre-Employment Physical (POPP)

Position Description

Under the supervision of the Director of Facilities/Transportation and/or Designee, the Bus Driver Lead operates a school bus over designated routes to transport students; dispatch drivers as needed; review documents submitted by Bus Drivers; maintain records for compliance; compile reports; and do other related work as directed.

Qualifications

- Maintain a valid State of California Commercial Driver's License Class A or B with appropriate passenger, and school bus endorsement
- Maintain a valid and appropriate California Special Driver Certificate (DL45), unrestricted except for #1-Automatic Transmission only and #6-First Aid Test Waived
- Maintain a valid First Aid Card and Medical Examiner's Certificate issued by an authorized agency
- Attend in-services and training required to maintain licenses and certificates.
- Compliance with District policy and US Department of Transportation's drug and alcohol testing regulations, including random, reasonable suspicion, and post-accident testing.
- Maintain a safe driving record in accordance with the requirements of the California Department of Motor Vehicles is required.
- Must successfully pass the District's pre-employment Department of Justice and FBI Live Scan fingerprinting requirements.
- Must successfully pass the District's pre-employment tuberculosis testing.

Education/Experience

Adequate educational background to successfully complete the examination for school bus drivers given by the Department of Motor Vehicles and the California Highway Patrol. Five years of Class A or B driving experience, preferably to include school buses.

Skills/Abilities

- Drive a school bus and transport students safely
- Maintain order and discipline among students while driving a school bus
- Recognize equipment malfunctions and take appropriate action
- Observe safe, legal and defensive driving practices
- Remain current concerning rules, regulations, policies and laws
- Understand and follow verbal and written directions
- Maintain cooperative working relationships
- Comply with the physical/mental demands as described on the ADA profile
- Maintain valid medical certification as determined by DOT physicals (ref. 82.7)

Knowledge

- Of electronic web-based routing software
- Air brake systems.

- Of provisions of the California Motor Vehicle Code and laws applicable to the operation of vehicles in the transportation of students
- Of child guidance practices related to students with special needs.
- Of sections of the California Education Code applicable to the operation of vehicles in the transportation of school children
- Of specialized first aid and sanitation procedures for individual student disabilities, as required
- Of basic preventative maintenance requirements of school bus equipment

Examples of Duties & Responsibilities

- Drives bus daily over designated routes in accordance with time schedules
- Picks up and discharges students, and when necessary, escort students across streets stopping traffic using flashing red lights and and held stop sign
- Assist students as needed in boarding, buckling, and loading, securing and unloading students in wheelchairs as assigned by the position.
- Keeps route charts up-to-date
- Maintains order and discipline among students while driving a school bus
- Follows district policies regarding the disciplining of children and in contacts with staff, parents, and the public in general
- Transport students/teachers on field trips, explain emergency procedures, determine routes and follow scheduled departure and arrival times
- Utilize two-way radios for bus to bus and bus to base communications
- Perform pre-trip and post trip inspections to maintain bus in a safe operating condition through including cleaning windows, mirrors and bus interior; check and maintain fuel, oil and water levels; check brakes, brake lights and doors; check tires and battery; report mechanical defects and malfunctions to appropriate personnel
- Maintain assigned vehicle in a clean condition by following standard procedures for bus washing and interior cleaning
- Prepare and maintain a variety of required records/reports
- Speak with parents to discuss and resolve transportation service and student/parent problems.
- Receive Daily Reports from Bus Drivers, check for proper completion, track student ridership, bus mileage, and other quality control and compliance statistics.
- Perform a wide range of administrative support related to transportation record keeping and reporting.
- Performs other related duties as assigned

Physical Demands

(Note: Terms used in this section are defined as follows: Rarely – 1 to 10%; occasionally – 11 to 33%; Frequently – 34 to 66%; and Continuously – 67 to 100% of the work day)

| | | |
|--------------------------|-------------|--|
| Sitting: | | Continuously |
| Standing/Walking: | | Occasionally |
| Waist bending: | | Frequently |
| Neck bending: | | Frequently |
| Squatting: | | Frequently |
| Climbing: | | Continuously |
| Kneeling: | | Rarely |
| Crawling: | | Rarely |
| Neck Twisting: | | Occasionally to Frequently |
| Waist Twisting: | | Occasionally to Frequently |
| Pushing/Pulling: | | Occasionally up to 40-60 lbs. of force |
| Reaching above shoulder: | | Occasionally |
| Reaching below shoulder: | | Frequently |
| Lifting/Carrying: | 0-10 lbs.: | Occasionally – weights carried up to 100 ft. at a time |
| | 11-25 lbs.: | Occasionally – weights carried up to 100 ft. at a time |

Hand Activities: Repetitive hand use – Frequently
Simple grasping – Frequently
Power grasping - Occasionally
Fine manipulation – Rarely
Hand and arm twisting/turning – Frequently
Computer operation/writing – Rarely

Supervised by: Director of Facilities/Transportation

Evaluated by: Director of Facilities/Transportation

| | |
|--|---|
| Mountain View Whisman School District Classification: G | Job Title: Maintenance Lead Date Reviewed: June 2025 Date approved by CSEA: |
|--|---|

Under the supervision of the Director of Maintenance, Operations, and Transportation, and/or Designee, performs inspections and reviews custodial procedures; provides work guidance to custodians, trains custodial staff, and works with custodians to keep sites clean and sanitary; and performs other related work as required and as directed.

Qualifications

- Possession of a valid California Driver's License or California ID
- Five years of full-time (or equivalent) custodial experience in a commercial, industrial, or public agency, including experience using industrial vacuums, buffers, and rug cleaning equipment
- English fluency

Skills/Abilities

- Operate custodial equipment, tools, vehicles, and cleaning materials safely, skillfully, and efficiently
- Understand and follow verbal and written instructions, policies, procedures, and safety labels in English
- Communicate effectively in English, both verbally and in writing
- Perform heavy manual labor, including lifting over 50 pounds using proper body mechanics, and tasks that require bending, squatting, kneeling, and climbing
- Adjust work schedules and respond flexibly to changing or unusual site conditions
- Instruct, guide, and work cooperatively with custodial staff; inspect site cleanliness to ensure it meets established standards
- Ensure proper, safe, and economical use of custodial materials, equipment, and supplies
- Maintain cooperative and effective working relationships with custodians, management, school sites, and the public
- Travel between work sites using District vehicles on a daily basis

Knowledge

- Modern methods, practices, materials, and equipment used in custodial work
- Safe working practices

Examples of Duties & Responsibilities (Beyond normal Custodial duties)

- Drives District vehicles to deliver materials, transport trash, and travel between work locations
- Trains, guides, and works with custodial staff on proper techniques, safety procedures, and equipment operation
- Monitors site cleanliness, ensures service-level expectations are met, and provides feedback to supervisors or managers
- Communicates with departments to resolve facility needs, coordinate supply orders, and ensure deliveries
- Prepares basic written and oral reports as required
- Performs other related duties as assigned

| | |
|---|---|
| Mountain View Whisman School District Human Resources Department | Job Title: General Maintenance Lead |
| Classification: K | Date Reviewed: June 2025 Date Reviewed (CSEA): |

Employment contingent upon background check and Post-Offer Pre-Employment Physical (POPP)

Position Description

Under the supervision of the Director of Facilities/Transportation and/or Designee, the General Maintenance Lead performs maintenance and repair work across school facilities; assists with planning and coordinating maintenance activities; reviews work orders and related documentation for accuracy; maintains records to ensure compliance with safety and regulatory standards; compiles reports; and performs other related duties as assigned.

Qualifications

- Maintain a valid California Driver's License.
- Maintain a safe driving record in accordance with California Department of Motor Vehicles requirements.
- Possess or obtain a valid OSHA 10 Certification or other equivalent safety certification
- Must successfully pass the District's pre-employment Department of Justice and FBI Live Scan fingerprinting requirements.
- Must successfully pass the District's pre-employment tuberculosis testing.

Education/Experience

High school diploma or equivalent combination of training and experience, with at least four years of experience in general maintenance; must have thorough knowledge of tools, equipment, and applicable building codes, as well as local, state, and federal regulations related to school districts.

Skills/Abilities

- Perform maintenance and repairs using various power tools and equipment related to plumbing, electrical, HVAC, and general building maintenance.
- Conduct safety audits, inspections, and investigations; identify hazards; and recommend corrective actions
- Interpret and apply OSHA, CAL/OSHA, building, fire, electrical, and environmental safety codes and regulations
- Assist with planning and coordinating maintenance activities and schedules in alignment with site and department needs
- Maintain accurate records, SDS compliance, and documentation related to hazardous materials, safety inspections, and certifications
- Understand and follow verbal and written directions in English, communicate effectively, and maintain cooperative working relationships

Knowledge

- Methods, materials, and supplies used in the maintenance of heating, plumbing, electrical, and HVAC systems, as well as general maintenance repairs and upkeep
- Preventative maintenance practices and safe operation of tools, equipment, and related materials
- Applicable building, fire, electrical, environmental, OSHA, and CAL/OSHA codes and safety regulations
- Work order systems, SDS compliance, hazardous materials handling, and sanitation procedures

Examples of Duties & Responsibilities

- Perform maintenance and repairs in plumbing, electrical, HVAC, painting, and general maintenance.
- Work safely on ladders and scaffolding to complete elevated repairs and maintenance
- Prepare, review, and maintain work orders, inspection logs, and compliance documentation
- Assist in planning and coordinating maintenance schedules and activities across sites
- Maintain accurate records of inspections, repairs, filter replacements, and equipment servicing for reporting and audit readiness
- Maintain cooperative working relationships with staff, vendors, and site administrators to ensure safe and effective facility operations
- Support hazardous materials handling, SDS compliance, and communication with regulatory agencies as needed
- Perform a wide range of administrative support related to transportation record keeping and reporting.
- Performs other related duties as assigned

Physical Demands

(Note: Terms used in this section are defined as follows: Rarely – 1 to 10%; occasionally – 11 to 33%; Frequently – 34 to 66%; and Continuously – 67 to 100% of the work day)

| | |
|------------------------------|---|
| Sitting: | Rarely |
| Standing/Walking: | Continuously |
| Waist bending: | Frequently |
| Neck bending: | Continuously |
| Squatting: | Occasionally |
| Climbing: | Occasionally |
| Kneeling: | Occasionally |
| Crawling: | Rarely |
| Neck Twisting: | Occasionally to Frequently |
| Waist Twisting: | Occasionally to Frequently |
| Pushing/Pulling: | Frequently; up to 500 lbs. at a time to move large pieces of equipment or machinery on dolly |
| Reaching above shoulder: | Occasionally |
| Reaching below shoulder: | Continuously |
| Lifting/Carrying: 0-10 lbs.: | Frequently |
| 11-25 lbs.: | Frequently |
| Hand Activities: | Repetitive hand use; simple grasping; power grasping; fine manipulation Hand and arm twisting/turning; computer operation/writing |

Supervised by: Director of MOT

Evaluated by: Director of MOT

| | |
|---|----------------------------------|
| Mountain View Whisman School District Human Resources Department | Job Title: Skilled Trades Worker |
| Classification: N | Date Reviewed: Date Revised: |

Employment contingent upon background check and Post-Offer Pre-Employment Physical (POPP)

Position Description

Under the supervision of the Director of Facilities/Transportation and/or Designee, the Skilled Trades Worker performs a variety of skilled and semi-skilled tasks and operations involved in the maintenance, repair, alteration and/or basic construction of District buildings and facilities. This position's primary focus will be in the area of HVAC. Please reference job description below

Qualifications

- Journeyman-level knowledge in HVAC systems (gas, electric, heat pump, single-zone, split or packaged units)
- Understanding of design, function, and control systems (mechanical, pneumatic, electrical, electronic)
- Ability to read and interpret technical manuals, blueprints, wiring diagrams, schematics, and specifications
- Proficient in diagnosing, maintaining, and repairing HVAC, carpentry, plumbing, and electrical systems
- Knowledge of HVAC-related parts and controls (thermostats, switches, relays, filters, belts, safety valves)

Education/Experience

High school diploma or equivalent

Valid California Driver's License

Minimum three years of Journeyman-level experience

Skills/Abilities

- Proficient in diagnosing, repairing, and maintaining HVAC systems, with additional skills in carpentry, plumbing, and electrical work
- Able to read and interpret technical manuals, blueprints, schematics, and wiring diagrams to complete complex maintenance tasks
- Skilled in using hand and power tools safely and effectively for general and specialized building maintenance
- Capable of working independently, managing time efficiently, and completing detailed work orders and maintenance logs
- Strong ability to communicate clearly, follow instructions, maintain positive working relationships, and adapt to changing priorities

Knowledge

- Principles, operation, and maintenance of HVAC systems, including gas, electric, and heat pump units
- Mechanical, electrical, pneumatic, and electronic control systems related to building maintenance
- Proper use and maintenance of tools and equipment used in skilled trades (HVAC, carpentry, plumbing, electrical)
- Building codes, safety standards, and best practices for school facility maintenance
- Troubleshooting techniques for diagnosing system malfunctions and performance issues
- Preventive maintenance procedures and energy efficiency considerations
- Work order systems, recordkeeping, and documentation of time, materials, and repairs

Examples of Duties & Responsibilities

- Performs a variety of skilled and semi-skilled functions involving HVAC, Carpentry, electrical, plumbing and/or maintenance work in the general servicing of assigned District facilities
- Performs specialized skilled trades work to service specific maintenance needs of all district facilities as assigned
- Performs routine oiling, adjusting, cleaning and monitoring for a variety of motorized and mechanical equipment
- Records and reports all faults, deficiencies, and other unusual occurrences as well as the time and materials expended on work orders
- Keeps records of time and material
- Obtains and maintains required certifications
- Performs assigned skilled trades work
- Performs other duties consistent with job description

Physical Demands

(Note: Terms used in this section are defined as follows: Rarely – 1 to 10%; occasionally – 11 to 33%; Frequently – 34 to 66%; and Continuously – 67 to 100% of the work day)

| | |
|--------------------------|---|
| Sitting: | Rarely |
| Standing/Walking: | Occasionally |
| Waist bending: | Frequently |
| Neck bending: | Occasionally |
| Squatting: | Occasionally |
| Climbing: | Occasionally |
| Kneeling: | Occasionally |
| Crawling: | Rarely |
| Neck Twisting: | Occasionally to Frequently |
| Waist Twisting: | Occasionally to Frequently |
| Pushing/Pulling: | Frequently; up to 500 lbs. at a time to move large pieces of equipment or machinery on dolly |
| Reaching above shoulder: | Occasionally |
| Reaching below shoulder: | Continuously |
| Lifting/Carrying: | 0-10 lbs.: Frequently |
| | 11-25 lbs.: Frequently |
| | 26-50 lbs.: Frequently |
| | 51-75 lbs.: Frequently |
| Hand Activities: | Repetitive hand use; simple grasping; power grasping; fine manipulation Hand and arm twisting/turning; computer operation/writing |

Other Job Factors

The following conditions are present – operation of forklifts; tractors, and other vehicles; working around and operation of power tools; walking on uneven ground and exposure to various temperatures and weather conditions when outdoors; exposure to noise and vibration from power equipment (ear plugs and safety glasses are utilized); exposure to dust, contact cement fumes, sawdust, and paint and thinner fumes; exposure to road and traffic conditions in positions requiring driving between work sites; possible exposure to raw sewage when performing plumbing work; periodic work at heights up to 40 feet on ladder, scaffold or roof. Must have normal or corrected vision.

Supervised by: Director of MOT

Evaluated by: Director of MOT

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Updated Contract Checklist and District Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

In the 2024–25 school year, the Board adopted a Purchasing Checklist and the accompanying *Purchasing Processes and Procedures for Services, Equipment, Materials, and Supplies*. Since implementation, staff has identified areas for improvement and is recommending updates based on lessons learned.

Tonight, staff is bringing forward proposed revisions, including:

- Updating dollar thresholds to reflect new statutory limits;
- Clarifying when legal counsel must be consulted during the procurement process;
- Revising the section related to the purchase of computers, software, telecommunications equipment, microwave equipment, and other related electronic devices to allow these items to be procured under the *Equipment, Materials, and Supplies* process.

Purchases exceeding \$114,800 would continue to follow the formal Request for Proposals (RFP) or Request for Qualifications (RFQ) process in accordance with applicable public contract code.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve the updated checklist and Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies | Backup Material | 6/5/2025 |
| Checklist | Backup Material | 6/10/2025 |

Mountain View Whisman School District
Purchasing Processes and Procedures
for
Services, Equipment, Materials and Supplies

This document complies with all current District Board Policies (BPs) and Administrative Regulations (ARs). If the District's Board approves updated BPs or ARs, District staff must correspondingly revise this document.

Delegated Authority. No District staff, including school principals and director-level staff, have authority to procure any item or service, unless the Board has delegated that authority to those positions. All District staff who have that authority, must follow this document when procuring any item or service.

Contract Form. District staff must only utilize the District's form of contract for any services and should not incorporate a vendor's proposal into that contract. If there is scope information (not terms or conditions) from a vendor's document that District staff wishes to utilize, it can copy and paste that language only into the District's form of contract. If District staff does not, for whatever reason, utilize a District's form of contract, it must inform the Board of this as part of the agenda item with a brief explanation of the reason for doing so.

Scope. District staff will ensure that the scope of the services or products that the vendor is providing under a contract, is express, detailed and not open ended. In addition, any changes to a contract (via amendment, change order, etc.) is also approved or ratified by the board in the same manner as any new contract and that the scope of any change to a contract is appurtenant to and related to the work of the original contract, to avoid "scope creep" of unrelated scopes of work to an existing contract.

Renewals. District staff must inform the Board as part of the agenda item if the contract has an automatic renewal. In addition, District staff must bring to the Board for approval or ratification, any non-automatic renewal of a contract.

Conflict of Interest. District staff must ensure full compliance with the District's conflict of interest policy found in Board Bylaw 9270, and the following:

1. **The Political Reform Act of 1974 (Gov. Code, § 87100 et seq.):** Prohibits public employees from using their official positions to influence governmental decisions in which they have a financial interest.
2. **Government Code § 1090:** Prohibits a public officer or employee from being financially interested in any contract made by the officer or employee in his or her official capacity.
3. **The common law conflict of interest doctrine (embodied in case law):** Requires public employees to avoid placing personal interests above or in conflict with their duty to the public and to avoid creating the appearance or impression of impropriety.

Audits. At the end of each calendar quarter, District staff shall perform spot audits of ten (10) contracts approved in the past quarter to ensure compliance with these Purchasing Processes and Procedures.

Real Property. This document does not address the procurement of real property, which District staff should only procure with the assistance of legal counsel.

Checklist. Attached to this document is a "Contract Approval Checklist" that District staff will prepare for each contract being brought to the Board for approval or ratification.

| SERVICES: NON-CONSTRUCTION | | |
|---|---|---|
| | Process and Procedures | Applicable Law & Notes |
| Professional Services / Special Services: Contracts for Services including Financial, Economic, Accounting, Legal, Administrative, Insurance, etc. | <p>These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, if the cost is expected to exceed \$50,000, District staff should take reasonable steps to:</p> <ul style="list-style-type: none"> ● Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different vendors for the service(s) the District is purchasing; ● Review and evaluate vendors' websites, references and qualifications; and ● Select a qualified vendor that provides the best value to the District at a reasonable price. <p><i>District staff should also confirm with legal counsel whether the service is "special" under the statute.</i></p> | <p>Government Code §53060 states that school districts and other public entities may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p> <p>In addition, PCC §20111(d) states: "This section shall not apply to professional services or advice, insurance services, or any other purchase or service otherwise exempt from this section." PCC §20111(d) complies with Government Code §53060.</p> |
| Services (Non-Construction): LESS THAN \$114,800 | <p>These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, if the cost is expected to exceed \$50,000, District staff should take reasonable steps to:</p> <ul style="list-style-type: none"> ● Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different vendors for the service(s) the District is purchasing; ● Review and evaluate vendors' websites, references and qualifications; and ● Select a qualified vendor that provides the best value at a reasonable price. | <p><i>"The governing board . . . shall let any contracts involving an expenditure of more than [\$114,800] for . . . [s]ervices, except construction services." (PCC §20111(a)(1)(B).) "The . . . contract [shall be let] to the lowest responsible bidder who shall give security as the board requires[.]" (PCC §20111(a)(2).)</i></p> <p>Note:</p> <ul style="list-style-type: none"> ● This bid limit increases every January 1. It is \$114,800 in 2025. ● This is <u>not</u> an annual bid limit, but a <u>contract</u> bid limit. ● The District would be required to rely on this statutory structure when the service is not "special" under Gov. Code § 53060 or PCC §20111(d). |
| Services (Non-Construction): \$114,800 & ABOVE | <p>These contracts must either be:</p> <ul style="list-style-type: none"> ● Formally bid. See "Formal Bid Process" below; or ● Procured via one of the other applicable procurement processes in this table (e.g., Special Services, etc.) | <p>Deleted: 5</p> <p>Deleted: 5</p> <p>Deleted: 4</p> <p>Deleted: 500</p> |
| Waste Services | <p>There are generally very limited options for waste and recycling services, and the District can seek the most competitive pricing for the most complete and convenient services.</p> | <p>A school district may procure its own solid waste handling services and the school district can decide, "Whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding[.]" (Pub. Resources Code § 40059(a)(2).)</p> |

| SERVICES: NON-CONSTRUCTION | | |
|---|---|--|
| | Process and Procedures | Applicable Law & Notes |
| Transportation: \$10,001 & ABOVE | These contracts must be formally bid. See "Formal Bid Process" below. After bidding, the District may award to <u>any</u> bidder, even if not the lowest bidder. | <i>"In order to procure the service at the lowest possible figure consistent with proper and satisfactory service, the governing board shall, whenever an expenditure of more than ten thousand dollars (\$10,000) is involved, secure bids pursuant to Sections 20111 and 20112 of the Public Contract Code whenever it is contemplated that a contract may be made with a person or corporation other than a common carrier or a municipally owned transit system or a parent or guardian of the pupils to be transported. The governing board may let the contract for the service to other than the lowest bidder."</i> (Ed. Code § 39802; emphasis added.) |
| Services (Construction Related): Architects, CMs, etc. | The District must procure these items through a request for qualifications ("RFQ") or RFP process. See "RFQ/RFP Process" below. | A school district must utilize a "fair, competitive selection process" (Gov. Code §4529.12.) for "architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services." (Gov. Code §4525(c).) |

| SERVICES: CONSTRUCTION | | |
|---|---|---|
| | Applicable Law | Notes |
| The District opted via a resolution passed in 2004, to comply with the California Uniform Public Construction Cost Account Act ("CUPCCAA"), and the following processes and bid limits apply to all construction, repair and maintenance contracts. | | |
| Construction, Repair or Maintenance Services: UP TO \$75,000 | These smaller projects do not require a procurement process. Even so, District staff should take reasonable steps to: <ul style="list-style-type: none"> • Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different contractors for the service(s) the District is purchasing; • Review and evaluate contractors' websites, references and qualifications; and • Select the lowest price option from the qualified contractor with a compliant proposal. | PCC 22032: <i>"(a) Public projects of seventy-five seventy-five thousand dollars (\$75,000) or less may be performed ... by negotiated contract, or by purchase order.</i> <i>(b) Public projects of two hundred twenty twenty thousand dollars (\$220,000) or less may be let to contract by informal procedures as set forth in this article.</i> <i>(c) Public projects of more than two hundred twenty twenty thousand dollars (\$220,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure."</i> |

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| SERVICES: CONSTRUCTION | | |
|--|--|--|
| | Applicable Law | Notes |
| Construction, Repair or Maintenance Services: \$75,001 to \$220,000 | These contracts must either be: <ul style="list-style-type: none"> • Informally bid. See "Informal Bid Process" below; or • Procured via one of the other applicable procurement processes in this table (e.g., LLB, Energy Services, etc.) | <ul style="list-style-type: none"> • The above bid limits also apply to the Districts repair and maintenance contracts because the District opted to include those contracts under the CUPCCAA bid limits. • The District can always opt to "informally bid" projects under \$75,000 and to formally bid projects under \$220,000. |
| Construction, Repair or Maintenance Services: \$220,001 <u>AND ABOVE</u> | These contracts must either be: <ul style="list-style-type: none"> • Formally bid. See "Formal Bid Process" below; or • Procured via one of the other applicable procurement processes in this table (e.g., LLB, Energy Services, etc.) | |
| Construction, Repair or Maintenance Services Force Account (District Employees) Services: <u>UP TO \$75,000</u> | This is not a "procurement" method, but District employees may perform construction, repair or maintenance services if the indirect costs, equipment costs, direct costs and statutory overhead of 30% do not cumulatively exceed \$75,000. | PCC 22032: <i>"(a) Public projects of sixty thousand dollars (\$75,000) or less may be performed by the employees of a public agency by force account ..."</i> |
| Energy Service / Energy Efficiency Contract | These projects are not controlled by a bid limit and no procurement process is statutorily required. Even so, District staff should take reasonable steps to: <ul style="list-style-type: none"> • Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different vendors for the energy service(s) and product(s) the District is purchasing, generally through an RFQ and/or RFP process. See "RFQ/RFP Process" below; and • Select the best option from a qualified vendor, under a contract for which the anticipated cost of the contract is paid for from the anticipated savings from the contract. | <i>"Prior to awarding or entering into an [energy service contract], the public agency <u>may</u> request proposals from qualified persons. After evaluating the proposals, the public agency may award the contract on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations."</i> (Gov. Code §4217.16, emphasis added.) Prior to awarding a contract, the Board must make an "anticipated savings" finding, at a hearing, <i>"[t]hat the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases."</i> (Gov. Code § 4217.12.) |

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| SERVICES: CONSTRUCTION | | |
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| | Applicable Law | Notes |
| Construction Services: Lease-Leaseback ("LLB") Procurement Process | <p>These contracts must be procured via an RFQ or RFP process. See "RFQ/RFP Process" below.</p> <p>District staff should only utilize an LLB procurement process with the assistance of legal counsel.</p> | <ul style="list-style-type: none"> Contract shall be awarded based on "competitive solicitation process" to contractor providing the best value based on RFQ and/or RFP. (Ed. Code §17406 (a)(2).) District must advertise in the newspaper <u>and</u> in a trade paper. (Ed. Code §17406 (a)(2)(B).) In most cases, the contractor must advertise in the newspaper for subcontractors "in accordance with the publication requirements applicable to the competitive bidding process of the school district." (Ed. Code § 17406 (a)(4)(B)(i).) Strict skilled and trained workforce requirements are conditions of this procurement method. (Ed. Code § 17407.5(a).) |
| Construction and Design Services: Design-Build Procurement Process | <p>These contracts must either be:</p> <ul style="list-style-type: none"> Formally bid. See "Formal Bid Process" below; or Procured via an RFQ or RFP process. See "RFQ/RFP Process" below. <p>There is no prohibition on using this structure on a "progressive" design-build project.</p> <p>District staff should only utilize a design-build procurement process with the assistance of legal counsel.</p> | <p>Education Code §§ 17250.10-17250.55.</p> <ul style="list-style-type: none"> Public projects > \$1,000,000 may be awarded to the low bidder or contractor providing the best value. (Ed. Code § 17250.20.) "Best value means a value determined by evaluation of objective criteria that may include, but are not limited to, price, features, functions, life-cycle costs, experience, and past performance." (Ed. Code § 17250.15(a)(1).) "A best value determination may involve the selection of the lowest cost proposal meeting the interests of the school district and the objectives of the project, selection of the best proposal for a stipulated sum established by the procuring school district, or a tradeoff between price and other factors adopted by the Board." (Ed. Code § 17250.15(a)(2).) Strict skilled and trained workforce requirements are conditions of this procurement method. (Ed. Code § 17250.25(c).) |

| SERVICES: CONSTRUCTION | | |
|---|---|--|
| | Applicable Law | Notes |
| <p>Construction and Design Services:</p> <p>Alternative ("Progressive") Design- Build Procurement Process</p> | <p>These contracts must either be:</p> <ul style="list-style-type: none"> Formally bid. See "Formal Bid Process" below; or Through an RFQ or RFP process. See "RFQ/RFP Process" below. <p>District staff should only utilize a design-build procurement process with the assistance of legal counsel.</p> | <p>Education Code §§ 17250.60-17250.68.</p> <ul style="list-style-type: none"> The procurement process is essentially the same as the design-build statute above, but expressly allows for use on a "progressive" design build project. Public projects > \$5,000,000 may be awarded to the low bidder or contractor providing the best value. (Ed. Code §§ 17250.6(a) & 17250.61(a).) These may be awarded to the low bidder or contractor providing the best value. (Ed. Code § 17250.61.) Strict skilled and trained workforce requirements are conditions of this procurement method. (Ed. Code § 17250.62(c).) |
| <p>Emergencies</p> | <p>District may perform emergency work by day labor, by contractor, or by a combination of the two. No procurement process is statutorily required.</p> <p>District staff should only rely on an emergency procurement process with the assistance of legal counsel.</p> | <p>An "emergency" is defined as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." (PCC § 1102.) For school districts, this includes work to "permit the continuance of existing school classes, or to avoid danger to life or property." (PCC §20113.)</p> <p>PCC §22050(a):</p> <p>(1) <i>In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.</i></p> <p>(2) <i>Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.</i></p> |

| EQUIPMENT, MATERIALS & SUPPLIES | | |
|---|--|---|
| | Process and Procedures | Applicable Law & Notes |
| Equipment, Materials and Supplies: <u>LESS THAN \$114,800</u> | These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, if the cost is expected to exceed \$75,000, District staff should take reasonable steps to: <ul style="list-style-type: none"> ● Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different vendors for the service(s) the District is purchasing; ● Review and evaluate vendors' websites, references and qualifications; and ● Select a qualified vendor that provides the best value at a reasonable price. | <p><i>"The governing board . . . shall let any contracts involving an expenditure of more than [\$114,800] for . . . [t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district."</i> (Public Contract Code ("PCC") §20111(a)(1)(A).)</p> <p><i>"The . . . contract [shall be let] to the lowest responsible bidder who shall give security as the board requires[.]"</i> (PCC §20111(a)(2).)</p> <p>Note:</p> <ul style="list-style-type: none"> ● This bid limit increases every January 1. It is \$114,800 in 2025. ● This is <u>not</u> an annual bid limit, but a <u>contract</u> bid limit. |
| Equipment, Materials and Supplies: <u>\$114,800 & ABOVE</u> | These contracts must either be: <ul style="list-style-type: none"> ● Formally bid. See "Formal Bid Process" below; or ● Procured via one of the other applicable procurement processes in this table (e.g., piggyback, LPAs, etc.) | <ul style="list-style-type: none"> ● This bid limit increases every January 1. It is \$114,800 in 2025. ● This is <u>not</u> an annual bid limit, but a <u>contract</u> bid limit. |
| Equipment, Materials and Supplies: Piggyback Contracts | If the District finds, or a vendor provides, a current, valid "piggyback" contract with another <u>California</u> public entity, for the specific item(s) the District is seeking, the District may procure those item(s) under the piggyback contract without any further procurement steps, at or below the cost indicated in that piggyback contract. <p>District staff should only utilize a "piggyback" contract with the assistance of legal counsel.</p> | <p><i>"[T]he governing board ... without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases[.]"</i> (PCC §20118.)</p> <p>Note:</p> <ul style="list-style-type: none"> ● The District cannot piggyback for services, but the procurement of the "thing" can include "incidental" services. |

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| EQUIPMENT, MATERIALS & SUPPLIES | | |
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| | Process and Procedures | Applicable Law & Notes |
| Equipment, Materials and Supplies: Leveraged Procurement Agreements | <p>If the District finds, or a vendor provides, a current, valid contract that the California Department of General Services (“DGS”) has listed on its “leveraged procurement agreements” (“LPA”) webpage for the specific item(s) the District is seeking, the District may procure those item(s) under that LPA without any further procurement steps, at or below the cost indicated in that LPA.</p> <p>If the procurement includes installation components that approach 30% of the contract price or \$200,000, District staff should seek the assistance of legal counsel.</p> | <p><i>“The [DGS] may make the services of the department available, upon the terms and conditions agreed to, to any . . . district . . . empowered to expend public funds for the acquisition of goods, information technology, or services for assisting the agency in acquisitions conducted pursuant to [this section].” (PCC §10298(b).)</i></p> <p>PCC section 10299 has similar provisions specifically for school districts’ <i>“acquisition of information technology, goods, and services.”</i></p> <p>Note:</p> <ul style="list-style-type: none"> • The District cannot use LPAs for services, but the procurement of the “thing” can include “incidental” services. • Most LPAs are California Multiple Award Schedule (“CMAS”) agreements. |
| Equipment, Materials and Supplies: Out of State Cooperative Purchasing Contracts | <p>If the District finds, or a vendor provides, a current, valid contract that an out-of-state entity from an established third party cooperative (e.g., npp.gov, Omnia, PEPPM, etc.), the District may procure those item(s) under that “cooperative purchasing” contract without any further procurement steps, at or below the cost indicated in that contract.</p> <p><u>These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, if:</u></p> <ul style="list-style-type: none"> • <u>The cost is expected to exceed \$50,000 or</u> • <u>The procurement includes installation components that approach 30% of the contract price or \$200,000.</u> <p><u>District staff will consult with legal counsel on the structure and provisions of that particular contract.</u></p> | |

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| EQUIPMENT, MATERIALS & SUPPLIES | | |
|--|---|---|
| | Process and Procedures | Applicable Law & Notes |
| <p>"Computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus"</p> | <p>The District can procure these items through the "Equipment, Materials and Supplies" Process and Procedures.</p> <p>Alternatively, the District can procure these items through a request for proposal ("RFP") process. See "RFQ/RFP Process" below. This also requires a specific Board finding that this "particular procurement qualifies" under the statutory structure in PCC §20118.2.</p> | <p>School districts may procure these items through an RFP process and should consider, in addition to price, the following in the award of those contracts: <i>"price, vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, ... competing products and materials available, fitness of purchase, [and] manufacturer's warranties."</i> (PCC §20118.2.)</p> <p>Note:</p> <ul style="list-style-type: none"> Requires a newspaper advertisement twice, at least 10 days prior to receipt of proposals |
| <p>Educational Materials</p> | <p>These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, District staff should take reasonable steps to:</p> <ul style="list-style-type: none"> Seek prices (proposal, invoice, estimate, price sheet, etc.) from multiple different vendors for the item(s) the District is purchasing; Review and evaluate vendors' websites, references and qualifications; Select a potential qualified vendor that provides the best value to the District at a reasonable price; and Ensure the Board considers, selects and evaluates those items through the District's process outlined in Board Policy and Administrative Regulation 6161.1. | <p><i>"Any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids."</i> (PCC §20118.3.)</p> |
| <p>Food / Perishables</p> | <p>These purchases are not controlled by a bid limit and no procurement process is statutorily required. Even so, District staff should take reasonable steps to:</p> <ul style="list-style-type: none"> Seek pricing (proposal, invoice, estimate, price sheet, etc.) from three (3) different vendors for the item(s) the District is purchasing; and Select the most appropriate food item while ensuring quality and safety. | <p><i>"Perishable foodstuffs and seasonal commodities . . . may be purchased . . . in accordance with rules and regulations for such purchase adopted by the governing board of [a school district] notwithstanding any provisions of [the Education Code] in conflict with such rules and regulations."</i> (Ed. Code § 38083.)</p> |

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Formal Bid Process

- **Ad.** Publish the notice inviting bids at least twice in a “*newspaper of general circulation*” (PCC §20112), with the first being “*at least 14 calendar days before the date of opening the bids*” and in “*all construction trade journals specified in Section 22036 ...at least 15 calendar days before the date of opening the bids*” (PCC §22037). The advertisement must include the following, some of which is only required for construction contracts.
 - Description of work to be done (PCC §20112);
 - Time and place of bid opening (PCC §20112);
 - Application of alternates in selection of the low bidder (PCC §20103.8);
 - Mandatory job walk, if any (PCC §6610);
 - Substitution of securities (PCC §22300);
 - Required contractor’s license to perform the work (PCC §3300);
 - Prevailing wage and registration requirements (Labor Code §§ 1720 et seq. and 1725.5);
 - Sole sourced products if any (PCC §3400).
 - Bid bond equal to ten percent (10%) of contract price is required for construction contracts, but is not statutorily required (and is rare) for non-construction contracts. It must have notary certificate, power of attorney, and certificate of authority of signer. (PCC §20111.)
- **Award.** The District must award the contract to the lowest responsive, responsible bidder (price only), or reject all bids.
- **Bid Splitting.** “It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.” (PCC §20116; emphasis added.)

Informal Bid Process [2025 Thresholds]

This process is only applicable for CUPCCAA contracts between \$75,000 and \$220,000, as that amount is periodically adjusted by the State.

- Mail, fax, and/or email notice inviting bids at least 10 days before bids due to all applicable contractors on the District’s CUPCCAA list, specified trade journals, or both.
 - Notice should describe project in general terms with information for how to obtain detailed information and time and place for submission of bids.
 - Will often include site walk, where appropriate.
 - Notice need not include drawings, plans, etc., unless required for preparing bid.
 - Governing Board may delegate authority to award informal contracts to specific staff members.
 - If all bids received exceed \$220,000, Governing Board may pass four-fifths resolution awarding contract at \$235,000 or less to lowest responsible bidder if it determines District’s cost estimate was reasonable.
- **Award.** The District must award the contract to the lowest responsive, responsible bidder (price only), or reject all bids.
- **Bid Splitting.** “It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.” (PCC §22033; emphasis added.)

RFQ/RFP Process

- **RFQ.** A request for qualifications (an “RFQ”), when permitted, is to solicit statements of qualifications from vendors for a particular service or item.
- **RFP.** A request for proposals (an “RFP”) when permitted, is to solicit proposals from vendors for a particular service or item. An RFP usually asks for information in addition to a cost proposal.
- **RFQ/RFP.** Many times, these two steps can be combined into one step.
- **Selection.** The selection criteria in RFQs and RFPs is more than price and the District can award a contract based also on an evaluation and/or scoring of qualifications in addition to price. This is sometimes termed a “best value” process.
- **Solicitation.** RFQs and RFPs need not be formally advertised, unless a specific statute requires that. Most RFQs and RFPs can be sent (emailed) to potential vendors to solicit responses.
- **Scoring.** While not required in all settings, District staff should determine the selection criteria and the weight (score) that is possible for each criteria. Evaluation and scoring, including possibly interviews, should be done by at least 3 District staff members, and other potential evaluators as determined by District staff.

Delegation

On November 7, 2024, the District’s Board adopted Resolution No. 06-110724, which granted authority to the District’ Superintendent, and/or their designee, to award contracts for services, equipment, materials and supplies, with the following conditions:

- **Student Services.** No limit for classroom-based services for individual students, services related to IEPs, or other special education services
- **Construction.** \$220,000 limit for construction, repair or maintenance services
- **Services.** \$50,000 limit, per vendor per year, for all other services
- **Products.** Up to the current bid limit for equipment, materials and supplies (\$114,800 in 2025)

Those contracts must then be approved or ratified by the Board. All other contracts must be brought to the Board for approval. (Educ. Code §17604.)

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name:

***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

- Up to \$50,000**, no further steps required.
- \$50,001 and above**, completed the following items:
 - _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - _____ Reviewed vendors’ websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

Contract for Services (NOT Special Services)

- Up to \$50,000**, no further steps required.
- \$50,001 - \$114,799**, completed the following items:
 - _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - _____ Reviewed vendors’ websites, references and qualifications to ensure applicable past experience.
- \$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

Contract for Waste Services {MOT or CBO}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Transportation Services (Bus, Cars, etc.)

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Equipment, Materials and Supplies

- Up to \$75,000**, no further steps required.
- \$75,001 - \$114,799**, completed the following items:
 - _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - _____ Reviewed vendors’ websites, references and qualifications to ensure applicable past experience.
- \$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- Followed** the procurement steps for “Equipment, Materials and Supplies.”
- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

Contract for Educational Materials

- _____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- _____ Reviewed vendors’ websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District’s process outlined in Board Policy and Administrative Regulation 6161.1.

Contract for Perishable Foods {Child Nutrition}

- Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Construction, Repair and Maintenance {MOT or CBO}

- Up to \$75,000**, completed the following items:
 - Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$75,001 - \$220,000**, followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- \$220,001 and above**, followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- Lease-Leaseback**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- Design-Build**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

Contract for Energy Services That Will Generate Cost Savings

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

Contract for Emergencies {CBO Only}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

| Approval by Department Head (Minimum: Manager Level) | Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent) |
|--|--|
| Signature: _____ | Signature: _____ |
| Date: _____, 20__ | Date: _____, 20__ |
| Print Name: _____ | Print Name: _____ |
| Print Title: _____ | Print Title: _____ |

Checklist not required for school sites

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: YMCA of Silicon Valley First Amendment to the Facility Use Lease Agreement

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The YMCA of Silicon Valley First Amendment to the Facility Use Lease Agreement extends our leased classroom relationship with the YMCA from August 1, 2025 through June 30, 2028 and adds Monta Loma and changes to room assignment at Landels for afterschool care.

Fiscal Implication:

YMCA agrees to pay a fixed amount on a monthly basis beginning on August 1, 2025, YMCA shall pay the District an annual amount of \$456,618.40.

Recommended Action:

It is recommended that the Board of Trustees approve YMCA of Silicon Valley First Amendment to the Facility Use Lease Agreement, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| MCA of Silicon Valley First Amendment to the Facility Use Lease Agreement | Backup Material | 6/5/2025 |

**FIRST AMENDMENT TO FACILITY USE AGREEMENT BY AND BETWEEN
THE MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT AND YMCA OF
SILICON VALLEY**

THIS FIRST AMENDMENT TO THE FACILITY USE LEASE AGREEMENT (hereinafter referred to as the “ First Amendment”) is made this **21** day of **May** 2025, (“Effective Date”) by and between the Mountain View Whisman School District (hereinafter called “Lessor”) and YMCA of Silicon Valley, as successor in interest to the YMCA of the Mid Peninsula (hereinafter called “Lessee”) collectively referred to as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee entered into a YMCA Facility Use Lease Agreement executed on May 30, 2024 (hereinafter referred to as the “Agreement”), for the use of classrooms and portables, located at Bubb, Imai, Landels, Mistral, Theuerkauf, Vargas, and Stevenson Elementary Schools in Mountain View, California;

WHEREAS, Lessor and Lessee have faithfully performed their respective obligations in accordance with the Agreement;

WHEREAS, the need for child care and development services for Lessor’s students have changed since the execution of the Agreement; and

WHEREAS, Lessor and Lessee now wish to amend the Agreement to reflect changes to the provisions relating to Premises, Term, and Rent.

NOW THEREFORE, in consideration of the mutual agreement of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and YMCA agree as follows:

AMENDMENT

- Section 2 of the Agreement, entitled “PREMISES,” shall be amended as follows:

PREMISES: Effective **August 1, 2025**, Lessor hereby leases to Lessee and Lessee hereby hires from Lessor those certain Premises described as follows:

| 25-26 | | | | |
|--------------|---------------|----------------------|------------------|---------------------|
| School Site | Square feet | Cost per Square Foot | Number of Months | Annual Amount |
| Bubb | 2,400 | \$3.37 | 12 | \$97,161.466 |
| Imai | 2,400 | \$3.37 | 12 | \$97,161.466 |
| Landels | 960 | \$3.37 | 12 | \$38,864.586 |
| Mistral | 828 | \$3.37 | 12 | \$33,520.706 |
| Theuerkauf | 851 | \$3.37 | 12 | \$34,451.836 |
| Vargas | 1,920 | \$3.37 | 12 | \$77,729.172 |
| Stevenson | 960 | \$3.37 | 12 | \$38,864.586 |
| Monta Loma | 960 | \$3.37 | 12 | \$38,864.586 |
| Total | 11,279 | | | \$456,618.40 |

2. Section 4 of the Agreement, entitled “TERM,” shall be amended as follows:

TERM: Effective **August 1, 2025**, the term of this Agreement shall be extended through June 30, 2028.

3. Section 5.1 of the Agreement, entitled “LEASE PAYMENTS,” shall be amended as follows:

LEASE PAYMENTS. For and in consideration of the use of the Premises for the Term, YMCA agrees to pay a fixed amount on a monthly basis (“Rent”). Beginning on August 1, 2025, YMCA shall pay the District the below amounts for the Premises.

| 25-26 | | | | |
|--------------|---------------|----------------------|------------------|---------------------|
| School Site | Square feet | Cost per Square Foot | Number of Months | Annual Amount |
| Bubb | 2,400 | \$3.37 | 12 | \$97,161.466 |
| Imai | 2,400 | \$3.37 | 12 | \$97,161.466 |
| Landels | 960 | \$3.37 | 12 | \$38,864.586 |
| Mistral | 828 | \$3.37 | 12 | \$33,520.706 |
| Theuerkauf | 851 | \$3.37 | 12 | \$34,451.836 |
| Vargas | 1,920 | \$3.37 | 12 | \$77,729.172 |
| Stevenson | 960 | \$3.37 | 12 | \$38,864.586 |
| Monta Loma | 960 | \$3.37 | 12 | \$38,864.586 |
| Total | 11,279 | | | \$456,618.40 |

4. In the event of inconsistencies between the Agreement and this First Amendment, the terms and conditions of this First Amendment shall be controlling. Unless specifically modified or changed by the terms of this First Amendment, all terms and conditions of the Agreement shall remain in effect and shall apply fully as described and set forth therein, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST Amendment by causing their duly authorized representatives to sign below as of the day and year first above written.

Mountain View Whisman
School District

YMCA of Silicon Valley

By: _____

By: _____

Name: Jeff Baier

Name: Rachel Del Monte

Title: Superintendent

Title: Chief Operating Officer

Date: _____

Date: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Second Reading of Board Policies

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

At the May 29, 2025, Regular Board Meeting, Trustees reviewed and discussed the recommended board policy addition BP 5030 and updates to BP 5141.5 previously reviewed by the Board Policy Committee on May 14, 2025:

- 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:

It is recommended that the Board of Trustees adopt Board Policy 5030 Student Wellness and 5141.5 Mental Health (new to MVWSD) at Second Reading under Consent.

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 |
| Board Policy Background | Presentation | 5/28/2025 |

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 employees 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 employees 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

Ed. Code 51225.38

Description

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**

20 USC 1400-1482

Description[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**

California Department of Education Publication

Description[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

| | |
|---------|---|
| 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 |

Description**Cross References**

| | |
|-----------|--|
| 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 |

Description

Cross References

6143

6143

6164.2

6164.5

6164.5

6173.4

Description[Courses Of Study](#)[Courses Of Study](#)[Guidance/Counseling Services](#)[Student Success Teams](#)[Student Success Teams](#)[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.

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

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)

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.

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

5 CCR 15500-15501

5 CCR 15510

5 CCR 15530-15535

5 CCR 15550-15565

Ed. Code 33350-33354

Description

Food sales by student organizations

Mandatory meals for needy students

Nutrition education

School lunch and breakfast programs

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 |
| 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

| | |
|--------------------|--|
| 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 |

Description

Management Resources References

| | |
|--|---|
| 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) |

Description

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/PEslshgQJE4jtXRE8Sml1dzw==>

1220 Citizen Advisory Committees - <https://simbli.eboardsolutions.com/SU/0WSjTLZKDbFqsvGfGFOH0w==>

1220 Citizen Advisory Committees - <https://simbli.eboardsolutions.com/SU/juOYEK7pluslYSlefUmpNc65w==>

1230 School-Connected Organizations - <https://simbli.eboardsolutions.com/SU/V2IQRzqcfOqK1IHWf6Xlw==>

1230 School-Connected Organizations - <https://simbli.eboardsolutions.com/SU/BJtllWkku5E1zH1slshwRuQ0A==>

1260 Educational Foundation - <https://simbli.eboardsolutions.com/SU/aE7HDgkqBIC2Yslsh3N8V4OFA==>

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/hwBikl8KIgB1ULvO9d32A==>

3000 Concepts And Roles - <https://simbli.eboardsolutions.com/SU/f0mslshlv9lr5HtGcDplusJAZnoA==>

3290 Gifts, Grants And Bequests - <https://simbli.eboardsolutions.com/SU/gM2mSlbbdy7se9jJELMVAw==>

3312 Contracts - <https://simbli.eboardsolutions.com/SU/Xrjuibfnt9vHXHRbfd2oWA==>

3452 Student Activity Funds - <https://simbli.eboardsolutions.com/SU/viplusdo0TplusQHxGslshBIS7WXVgw==>

3513.3 Tobacco-Free Schools - <https://simbli.eboardsolutions.com/SU/SfFgXhkTaOaxWQUBi30Kzg==>

3513.3 Tobacco-Free Schools - <https://simbli.eboardsolutions.com/SU/UNNP33JIQq13F4UY0frvcw==>

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==>

3551 Food Service Operations/Cafeteria Fund -
<https://simbli.eboardsolutions.com/SU/vw1wzKbKplus6OhDkGTOFFI1A==>

3552 Summer Meal Program -
<https://simbli.eboardsolutions.com/SU/Eb9DTv3OAhStfxNzbJPD5A==>

3552 Summer Meal Program -
<https://simbli.eboardsolutions.com/SU/RV9zackBdrplussNEIZJih3VA==>

3553 Free And Reduced Price Meals -
<https://simbli.eboardsolutions.com/SU/mOvWjal1W0RdkyFnOVpluspUA==>

3553 Free And Reduced Price Meals -
<https://simbli.eboardsolutions.com/SU/YbNpqRvc9g4URAABCG8ncQ==>

3554 Other Food Sales -
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3554 Other Food Sales -
<https://simbli.eboardsolutions.com/SU/U2HZmL6jrKEINP3BRU2jGw==>

3555 Nutrition Program Compliance -
<https://simbli.eboardsolutions.com/SU/lzac5ETxGRqSFslsholFrJdqA==>

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/f2cYyaJzLvsVmnt1BZQC0Q==>

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/LJ5eEslshit6MN64f1uKjIwgv==>

5131.63 Steroids -
<https://simbli.eboardsolutions.com/SU/zF0yQ3OHOpuswqlf3dD8wYg==>

5131.63 Steroids - <https://simbli.eboardsolutions.com/SU/TUcs37QLzgrnBsHJOft9lg==>

5137 Positive School Climate -
<https://simbli.eboardsolutions.com/SU/jRjgplusopnUd0uMgyHO1dvGw==>

5141 Health Care And Emergencies -
<https://simbli.eboardsolutions.com/SU/jBuNCsiUislsh2HEvakqQPHvA==>

- 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/nmhQPDINxLZZnPbhPuKX3A==>
- 5141.23 Asthma Management - <https://simbli.eboardsolutions.com/SU/IY1ORbajcZU1g413QROWkA==>
- 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/YxIplusX993qMgY4CvyH6ukUg==>
- 5141.3 Health Examinations - <https://simbli.eboardsolutions.com/SU/Xv9kl7q4xkrqB9PI6g5FDg==>
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- 5141.31 Immunizations - <https://simbli.eboardsolutions.com/SU/XmLzDfSw7GwNslshR9qplusyK8Q==>
- 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/8MDWVGUMN3YISslshWRlad7akA==>
- 5145.3 Nondiscrimination/Harassment - <https://simbli.eboardsolutions.com/SU/3RLPKjNP5N7ZGURJ4LNGYw==>
- 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/5slshlocUoqkPMIZKaslshvuNZPg==>
- 5148 Child Care And Development - <https://simbli.eboardsolutions.com/SU/FVFRXRWBWWhWKEQXSyplsishgWA==>
- 5148 Child Care And Development - <https://simbli.eboardsolutions.com/SU/cAY5xhOugslshYvLWdu8XZbKg==>
- 5148.2 Before/After School Programs - <https://simbli.eboardsolutions.com/SU/iZyTOc44P3VGEwFIO6qfNA==>

5148.2 Before/After School Programs -
<https://simbli.eboardsolutions.com/SU/O8QR74bazFNtWjVdSFLXZg==>

5148.3 Preschool/Early Childhood Education -
<https://simbli.eboardsolutions.com/SU/Yua0lwHIBiwm7dAZcr8Tew==>

5148.3 Preschool/Early Childhood Education -
<https://simbli.eboardsolutions.com/SU/1hcpPVQ0lrhx60UjpBzrSA==>

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/5h7Czn8772R6loRZAJaLrA==>

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/jmeWG6cdDlplus7C6oNRm8Btg==>

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/2Jh06Pd57OkDIhiNo38D9Q==>

7110 Facilities Master Plan -
<https://simbli.eboardsolutions.com/SU/ouMYVybSZQRxplusKX3PHbTlg==>

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 1-6 51210.4 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

Board Policies

May 29, 2025



Background

- Board Policy Committee Mtg 2025/05/14
- Inputs:
 - CSBA March 2025 Update
 - Board Member Requests
 - Staff Recommendations
- Outputs
 - Recommendations
- Policy, to be accompanied by AR

Current Batch

- Theme: Student Health
- BP 5030 - Student Wellness
- BP 5141.5 - Mental Health *[new]*

BP 5030 - Student Wellness

- Existing Policy
 - School Wellness policy required by Healthy, Hunger-Free Kids Act of 2010
 - Establishes Wellness Council
 - Goals for nutrition, physical activity, other wellness
 - Program implementation and evaluation
- Updates
 - Prepared and reviewed by Health & Wellness Committee
 - Incorporates Whole School, Whole Community, Whole Child
 - Equitable access, physical activity, and indicators for evaluation

BP 5141.5 - Mental Health

- Emotional well-being and mental health
- Broader than addressing crises
- Social connection, combating stigma, support framework
- Referenced in BP 5141.52 - Suicide Prevention
- Referral protocols needed by Jan 31, 2026 *[SB 153, 2024]*
- Youth behavioral training by Jul 1, 2029 *[SB 153, 2024]*

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

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 |
|---|-----------------|-------------|
| Payroll Report and Accounts Payable Warrants May 2025 | Backup Material | 6/5/2025 |
| Purchase Order Report 05/21/25-06/05/25 | Backup Material | 6/5/2025 |
| Purchase Order Change Order Report | Backup Material | 6/5/2025 |
| Purchase Order Report 05/21/2025-07/01/2025 | Backup Material | 6/5/2025 |

Report title:

With account detail: Y
Date issued range: 05/01/2025 - 05/31/2025
Warrant number range: -
Sort by: Warrant #

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------------------------|------------------------|--|--|---------|-----------|--------|----------|---|
| 29 | <29052381> PO520257 | Canceled 05/07/2025 | RIOS PACHECO, EDUARDO McK-V Mileage Reimbursement | 010-3010-0-5210-00-0000-2495-000000-009-0252 | < | | | | 31.76 > Sub total: < 31.76 > |
| 29 | <29052528> PV500113 | Canceled 05/07/2025 | VAN GAASBECK, MICHAEL ACCOUNTS PAYABLE | 010-0000-0-9510-00-0000-0000-000000-000-0000 | < | | | | 1,823.65 > Sub total: < 1,823.65 > |
| 29 | <29052667> PO510100 | Canceled 05/05/2025 | SAN FRANCISCO ELEVATOR Elevator Maintenance | 010-8150-0-5670-00-0000-8200-000000-009-0550 | < | | | | 1,344.95 > Sub total: < 1,344.95 > |
| 29 | <29052890> PO510229 | Canceled 05/05/2025 | ORBACH HUFF & HENDERSON LLP Legal services 2024-25 | 010-0000-0-5845-00-0000-7300-000000-009-0500 | < | | | | 9,061.58 > Sub total: < 9,061.58 > |
| 29 | <29053061> PV500227 | Canceled 05/05/2025 | MVWSD TEST CLASSROOM/OFFICE SUPPLIES | 010-0000-0-4310-00-0000-7300-000000-009-0500 | < | | | | .01 > Sub total: < .01 > |
| 29 | <29053064> PO540054 | Canceled 05/05/2025 | DOLMANS, PIETER Food for Staff Meeting | 010-1100-0-4311-00-0000-2700-000000-005-0100 | < | | | | 194.35 > Sub total: < 194.35 > |
| 29 | <29053068> PV500229 | Canceled 05/05/2025 | PARENT GUARDIAN 8579 CLASSROOM/OFFICE SUPPLIES | 010-0000-0-4310-00-0000-7300-000000-009-0500 | < | | | | .01 > Sub total: < .01 > |
| 29 | <29053185> PO510152 PO510152 | Canceled 05/05/2025 | SILICON VALLEY JPA JPA Transportation JPA Transportation | 010-6500-0-5808-00-5761-3600-000000-009-0562 010-6500-0-5808-00-5761-3600-000000-009-0562 | < < | | | | 951.00 > 19,383.00 > Sub total: < 20,334.00 > |
| 29 | <29053605> PO540055 | Canceled 05/05/2025 | DOLMANS, PIETER Food for meeting | 010-1100-0-4311-00-0000-2700-000000-005-0100 | < | | | | 15.98 > Sub total: < 15.98 > |
| 29 | <29053608> PO510279 | Canceled 05/05/2025 | OPEN MIND SCHOOL Agreement for SPED placement | 010-6500-0-5803-00-5761-1110-000000-009-0350 | < | | | | 12,410.00 > Sub total: < 12,410.00 > |
| 29 | <29053824> PO540161 | Canceled 05/05/2025 | RIOS PACHECO, EDUARDO McK-V Mileage Reimb. | 010-3010-0-5210-00-0000-2495-000000-009-0252 | < | | | | 72.49 > Sub total: < 72.49 > |
| 29 | 29053866 PO510204 | 05/01/2025 | AT&T Phone Service | 010-8150-0-5930-00-0000-8200-000000-009-0550 | | | | | 3,951.24 Sub total: 3,951.24 |
| 29 | 29053867 PO510238 | 05/01/2025 | CITY OF MOUNTAIN VIEW Utilities 2024-25 | 010-0000-0-5555-00-0000-8200-000000-002-0503 | | | | | 4,083.95 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|--------------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-005-0503 | | | | | 3,844.68 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-005-0503 | | | | | 140.95 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-006-0503 | | | | | 2,278.70 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-006-0503 | | | | | 4,560.70 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-007-0503 | | | | | 3,338.04 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-008-0503 | | | | | 4,755.72 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-008-0503 | | | | | 280.05 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-008-0503 | | | | | 95.25 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-009-0503 | | | | | 2,828.45 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-009-0503 | | | | | 2,632.80 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-011-0503 | | | | | 591.42 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-011-0503 | | | | | 19,699.98 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-014-0503 | | | | | 12,442.14 |
| | PO510238 | Utilities | 2024-25 | 010-0000-0-5555-00-0000-8200-000000-015-0503 | | | | | 1,624.09 |
| | | | | | | | | Sub total: | 63,196.92 |
| 29 | 29053868 | 05/01/2025 | ENVIRONMENTAL SYSTEMS INC | | | | | | |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 5,302.28 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 3,942.73 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 1,081.03 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 2,338.28 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 3,459.96 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 946.33 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 2,870.00 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 1,702.07 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 900.00 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 900.00 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 1,179.56 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 910.91 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 2,172.25 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 562.50 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 3,162.49 |
| | PO510093 | HVAC Service | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 1,192.70 |
| | | | | | | | | Sub total: | 32,623.09 |
| 29 | 29053869 | 05/01/2025 | THE HOME DEPOT PRO | | | | | | |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 514.63 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 411.71 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 713.62 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 265.12 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 703.69 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 984.47 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 2,038.26 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 781.34 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 588.49 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 480.01 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 360.24 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 514.63 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 1,150.24 |
| | | | | | | | | Sub total: | 9,506.45 |
| 29 | 29053870 | 05/01/2025 | AMERICAN FIDELITY ASSURANCE CO | | | | | | |
| | PV500287 | OTHER INSURANCE | | 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | | 722.51 |
| | | | | | | | | Sub total: | 722.51 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|---|--|---------|-----------|--------|---|-----------------------------------|
| 29 | 29053871 PV500286 | 05/01/2025 | CALIFORNIA TEACHERS DUES | 010-0000-0-9945-00-0000-0000-000000-000-0000 | | | | | 31,040.48 Sub total: 31,040.48 |
| 29 | 29053872 PV500281 PV500282 PV500283 PV500281 PV500282 PV500283 | 05/01/2025 | COLONIAL LIFE LIFE INSURANCE LIFE INSURANCE LIFE INSURANCE OTHER INSURANCE OTHER INSURANCE OTHER INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | 299.55 4,841.36 2,187.35 522.23 15,595.72 5,477.26 Sub total: 28,923.47 | |
| 29 | 29053873 PV500284 PV500285 PV500284 | 05/01/2025 | STANDARD INSURANCE CO LIFE INSURANCE LIFE INSURANCE OTHER INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | 773.25 2,938.14 4,320.45 Sub total: 8,031.84 | |
| 29 | 29053874 PO530043 | 05/01/2025 | DIVISION OF STATE ARCHITECT WINDOW PROJECT FINAL DSA FEES | 212-9702-0-6255-00-0000-8500-000000-011-0735 | | | | 29,974.98 Sub total: 29,974.98 | |
| 29 | 29053875 PO430015 | 05/01/2025 | MOUNTAIN VIEW OWNERS LLC REIMB AGREEMENT 3RD AMENDMENT | 212-9702-0-6257-00-0000-8500-000000-009-0780 | | | | 5,341.11 Sub total: 5,341.11 | |
| 29 | 29053876 PO530000 PO530000 | 05/01/2025 | ORBACH HUFF & HENDERSON LLP Legal Rep - CAPITAL PROJECTS Legal Rep - CAPITAL PROJECTS | 212-9702-0-5845-00-0000-8500-000000-009-0700 212-9702-0-5845-00-0000-8500-000000-009-0700 | | | | 36,862.76 345.40 Sub total: 37,208.16 | |
| 29 | 29053877 PO530040 | 05/01/2025 | PETER INGRAM CONSULTING STAFF HOUSING COORDINATION | 400-0000-0-5830-00-0000-8200-000000-777-0780 | | | | 12,932.23 Sub total: 12,932.23 | |
| 29 | 29053878 PO530039 | 05/01/2025 | R & H WHOLESALE SUPPLY INC ADDL LOCKS - THEUERKAUF | 212-9703-0-6230-00-0000-8500-000000-008-0711 | | | | 14,557.34 Sub total: 14,557.34 | |
| 29 | 29053879 PO530026 | 05/01/2025 | SILICON VALLEY PAVING INC FENCING PROJECT MONTA LOMA | 212-9703-0-6138-00-0000-8500-000000-006-0731 | | | | 135,802.50 Sub total: 135,802.50 | |
| 29 | 29053880 PO510138 PO510138 PO510180 PO510178 PO510178 | 05/01/2025 | AMAZON CAPITAL SERVICES Early Lit Open PO Early Lit Open PO McKinney-Vento support Newcomer Team - Supplies Newcomer Team - Supplies | 010-0000-0-4310-00-1110-1000-000000-009-0228 010-0000-0-4310-00-1110-1000-000000-009-0228 010-3010-0-4310-00-1110-1000-000000-009-0252 010-4201-0-4310-00-0000-2700-000000-009-0310 010-4201-0-4310-00-0000-2700-000000-009-0310 | | | | 13.47 30.05 98.16- 65.46- 47.98 | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|---|-------------------|--|---------|-----------|--------|------------|-------------|
| | PO520349 | SLS TH - Mindfulness Workshop | | 010-9552-0-4310-00-0000-2495-000000-008-0302 | | | | | 105.22- |
| | PO520474 | SLS DO - Reclass Ceremony | | 010-9552-0-4310-00-0000-2495-000000-009-0302 | | | | | 646.38 |
| | | | | | | | | Sub total: | 469.04 |
| 29 | 29053881 | 05/01/2025 ARBOR SCIENTIFIC | | | | | | | |
| | PO520465 | Dry Erase Boards for Science | | 010-9120-0-4310-00-1110-1000-000000-014-0120 | | | | | 414.54 |
| | PO520465 | Dry Erase Boards for Science | | 010-9120-0-4310-00-1110-1000-000000-014-0120 | | | | | 37.83 |
| | PO520465 | Dry Erase Boards for Science | | 010-9120-0-9512-00-0000-0000-000000-000-0000 | | | | | 37.83- |
| | | | | | | | | Sub total: | 414.54 |
| 29 | 29053882 | 05/01/2025 CITY OF PALO ALTO | | | | | | | |
| | PO540090 | field trip admission | | 010-9130-0-4369-00-1110-1000-000000-005-0130 | | | | | 1,335.00 |
| | | | | | | | | Sub total: | 1,335.00 |
| 29 | 29053883 | 05/01/2025 DOMINGUEZ, JOSE A | | | | | | | |
| | PO520507 | SLS BB - Parent U catering | | 010-9552-0-5830-00-0000-2495-000000-002-0302 | | | | | 590.63 |
| | | | | | | | | Sub total: | 590.63 |
| 29 | 29053884 | 05/01/2025 DONATI, ANDREW | | | | | | | |
| | PO540163 | Reimbursement for PD Lunch | | 010-1100-0-4311-00-1110-1000-000000-014-0100 | | | | | 236.25 |
| | | | | | | | | Sub total: | 236.25 |
| 29 | 29053885 | 05/01/2025 HUBBE INC | | | | | | | |
| | PO540165 | Data Systems for Early Educ. | | 120-6127-0-5830-00-0001-1000-000000-009-0275 | | | | | 12,000.00 |
| | | | | | | | | Sub total: | 12,000.00 |
| 29 | 29053886 | 05/01/2025 JACK SCHREDER & ASSOCIATES INC | | | | | | | |
| | PO510198 | Consulting Fees | | 010-0000-0-5825-00-0000-7300-000000-009-0500 | | | | | 555.00 |
| | | | | | | | | Sub total: | 555.00 |
| 29 | 29053887 | 05/01/2025 KIWICO INC | | | | | | | |
| | PO520488 | KiwiCo Science Kits | | 010-0001-0-4310-00-0000-2495-000000-016-0214 | | | | | 4,611.67 |
| | PO520481 | Basketball Catapult | | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 3,985.99 |
| | PO520444 | SLS CA - Science Night | | 010-9552-0-4310-00-0000-2495-000000-003-0302 | | | | | 3,980.75 |
| | PO520489 | SLS VA - Science Night | | 010-9552-0-4310-00-0000-2495-000000-007-0302 | | | | | 2,003.88 |
| | PO520424 | SLS MI - Science Night | | 010-9552-0-4310-00-0000-2495-000000-016-0302 | | | | | 3,615.36 |
| | | | | | | | | Sub total: | 18,197.65 |
| 29 | 29053888 | 05/01/2025 LECTURA INC | | | | | | | |
| | PO520473 | SLS ML - Workshop materials | | 010-9552-0-4310-00-0000-2495-000000-006-0302 | | | | | 1,130.59 |
| | | | | | | | | Sub total: | 1,130.59 |
| 29 | 29053889 | 05/01/2025 LEVY, JUDY | | | | | | | |
| | PV500289 | RETIREE BENEFITS-CERTIFICATD | | 010-0000-0-3701-00-1110-1000-000000-009-0523 | | | | | 1.68 |
| | | | | | | | | Sub total: | 1.68 |
| 29 | 29053890 | 05/01/2025 LI, ZHIPING | | | | | | | |
| | PV500288 | PARCEL TAXES | | 010-9100-0-8621-00-0000-0000-000000-000-0528 | | | | | 382.00 |
| | | | | | | | | Sub total: | 382.00 |
| 29 | 29053891 | 05/01/2025 LIN, JY-WEI | | | | | | | |
| | PV500290 | PARCEL TAXES | | 010-9100-0-8621-00-0000-0000-000000-000-0528 | | | | | 382.00 |
| | | | | | | | | Sub total: | 382.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29053892 | 05/01/2025 | LINDEN TREE | | | | | | |
| | PO510272 | | Books for Student Library | 010-9120-0-4310-00-1110-1000-000000-014-0120 | | | | | 439.50 |
| | | | | | | | | Sub total: | 439.50 |
| 29 | 29053893 | 05/01/2025 | ORBACH HUFF & HENDERSON LLP | | | | | | |
| | PO510229 | | Legal services 2024-25 | 010-0000-0-5845-00-0000-7300-000000-009-0500 | | | | | 905.50 |
| | | | | | | | | Sub total: | 905.50 |
| 29 | 29053894 | 05/01/2025 | PACIFIC OFFICE AUTOMATION | | | | | | |
| | PO510028 | | Riso 2024-2025 Click Charges | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 5.48 |
| | PO510032 | | PACIFIC OFFICE AUTOMATION | 010-1100-0-4310-00-1110-1000-000000-016-0100 | | | | | 16.94 |
| | PO510017 | | Pacific Automat. RISO clicks | 010-1100-0-5830-00-1110-1000-000000-014-0100 | | | | | 97.62 |
| | PO510017 | | Pacific Automat. RISO clicks | 010-1100-0-5830-00-1110-1000-000000-014-0100 | | | | | 22.62 |
| | | | | | | | | Sub total: | 142.66 |
| 29 | 29053895 | 05/01/2025 | PARENT GUARDIAN 8625 | | | | | | |
| | PO540164 | | SPED Reimb for IEE | 010-6500-0-5803-00-5760-1110-000000-009-0350 | | | | | 6,500.00 |
| | | | | | | | | Sub total: | 6,500.00 |
| 29 | 29053896 | 05/01/2025 | WEST COAST ARBORISTS INC | | | | | | |
| | PO510098 | | Tree Services | 010-8150-0-5611-00-0000-8110-000000-009-0550 | | | | | 2,772.00 |
| | | | | | | | | Sub total: | 2,772.00 |
| 29 | 29053897 | 05/02/2025 | B&H PHOTO-VIDEO | | | | | | |
| | PO520476 | | Photo equipment for GMStv | 010-9120-0-4310-00-1110-1000-000000-014-0120 | | | | | 678.21 |
| | PO520476 | | Photo equipment for GMStv | 010-9120-0-4410-00-1110-1000-000000-014-0120 | | | | | 1,962.27 |
| | | | | | | | | Sub total: | 2,640.48 |
| 29 | 29053898 | 05/02/2025 | BAY AREA FLOOR MACHINE | | | | | | |
| | PO510082 | | Supplies | 010-8150-0-4380-00-0000-8200-000000-009-0550 | | | | | 40.12 |
| | | | | | | | | Sub total: | 40.12 |
| 29 | 29053899 | 05/02/2025 | BRADY INDUSTRIES | | | | | | |
| | PO510212 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 40.71 |
| | PO510212 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 1,270.71 |
| | PO510212 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 370.41 |
| | | | | | | | | Sub total: | 1,681.83 |
| 29 | 29053900 | 05/02/2025 | CAMPBELL UNION SCHOOL DISTRICT | | | | | | |
| | PO520484 | | bus transportation- field trip | 010-0000-0-5805-00-1110-1000-000000-005-0102 | | | | | 1,482.34 |
| | | | | | | | | Sub total: | 1,482.34 |
| 29 | 29053901 | 05/02/2025 | CENTRAL COMPUTERS INC | | | | | | |
| | PO510079 | | Open PO for supplies | 010-9590-0-4310-00-1110-1000-000000-009-0570 | | | | | 327.21 |
| | | | | | | | | Sub total: | 327.21 |
| 29 | 29053902 | 05/02/2025 | CITY MECHANICAL INC | | | | | | |
| | PO510252 | | HVAC Service | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 240.00 |
| | PO510252 | | HVAC Service | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 600.00 |
| | PO510252 | | HVAC Service | 010-8150-0-5608-00-0000-8110-000000-009-0550 | | | | | 400.00 |
| | | | | | | | | Sub total: | 1,240.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29053903 | 05/02/2025 | CLEANRIVER RECYCLING SOLUTIONS | | | | | | |
| | PO520443 | | 3 stream trash cans | 010-0000-0-4380-00-0000-8200-000000-009-0550 | | | | | 4,309.00 |
| | PO520443 | | 3 stream trash cans | 010-0000-0-4380-00-0000-8200-000000-009-0550 | | | | | 393.20 |
| | PO520443 | | 3 stream trash cans | 010-0000-0-9512-00-0000-0000-000000-000-0000 | | | | | 393.20- |
| | | | | | | | | Sub total: | 4,309.00 |
| 29 | 29053904 | 05/02/2025 | FIRST STUDENT INC | | | | | | |
| | PO520414 | | Bus for 3rd grade Field Trip | 010-0000-0-5805-00-1110-1000-000000-007-0102 | | | | | 1,556.73 |
| | | | | | | | | Sub total: | 1,556.73 |
| 29 | 29053905 | 05/02/2025 | LITTLE BEE SPEECH CO | | | | | | |
| | PO520519 | | Membership Speech App | 120-6105-0-5846-00-0001-1000-000000-009-0275 | | | | | 1,199.90 |
| | | | | | | | | Sub total: | 1,199.90 |
| 29 | 29053906 | 05/02/2025 | MYSTERY SCIENCE | | | | | | |
| | PO520506 | | 25-26 Mystery Science | 010-0001-0-9330-00-1110-1000-000000-003-0214 | | | | | 1,099.00 |
| | | | | | | | | Sub total: | 1,099.00 |
| 29 | 29053907 | 05/02/2025 | PITNEY BOWES BANK INC | | | | | | |
| | PO510197 | | Postage meter/Lease | 010-0000-0-5910-00-0000-7550-000000-009-0504 | | | | | 541.99 |
| | | | | | | | | Sub total: | 541.99 |
| 29 | 29053908 | 05/02/2025 | SILICON VALLEY EDUCATION FOUND | | | | | | |
| | PO520509 | | Elevate Math - Summer 2025 | 010-2600-0-9330-00-1110-1000-000000-009-0217 | | | | | 60,000.00 |
| | | | | | | | | Sub total: | 60,000.00 |
| 29 | 29053909 | 05/02/2025 | SILICON VALLEY PERFORMANCE | | | | | | |
| | PO510211 | | Vehicle Repair | 010-0000-0-5608-00-0000-3600-000000-009-0560 | | | | | 9,019.46 |
| | | | | | | | | Sub total: | 9,019.46 |
| 29 | 29053910 | 05/02/2025 | SOCIAL AND ENVIRONMENTAL | | | | | | |
| | PO520500 | | SLS ML - Math Festival | 010-9552-0-5830-00-0000-2495-000000-006-0302 | | | | | 800.00 |
| | | | | | | | | Sub total: | 800.00 |
| 29 | 29053911 | 05/02/2025 | SOUND AND SIGNAL INC | | | | | | |
| | PO510091 | | Monitoring | 010-8150-0-5521-00-0000-8200-000000-009-0550 | | | | | 198.00 |
| | | | | | | | | Sub total: | 198.00 |
| 29 | 29053912 | 05/02/2025 | SOUTHWEST SCHOOL SUPPLY | | | | | | |
| | PO510001 | | Classroom supplies | 010-1100-0-4310-00-1110-1000-000000-002-0100 | | | | | 87.61 |
| | PO510002 | | BL PO for 2024-2025 SY | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 136.22 |
| | | | | | | | | Sub total: | 223.83 |
| 29 | 29053913 | 05/02/2025 | THE HOME DEPOT PRO | | | | | | |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 545.96 |
| | | | | | | | | Sub total: | 545.96 |
| 29 | 29053914 | 05/02/2025 | THERMA LLC | | | | | | |
| | PO510297 | | Sewer pipe inspections | 010-8150-0-5830-00-0000-8110-000000-009-0550 | | | | | 29,360.00 |
| | | | | | | | | Sub total: | 29,360.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|---|--|---------|-----------|--------|--|-----------------------------------|
| 29 | 29053915 P0520534 | 05/02/2025 | VALDES MATH Summer 2025 - Math Pgm | 010-2600-0-9330-00-1110-1000-000000-009-0217 | | | | | 27,000.00 Sub total: 27,000.00 |
| 29 | 29053916 PV500291 | 05/06/2025 | ACSA DUES AND MEMBERSHIPS | 010-0000-0-5300-00-0000-7200-000000-009-0503 | | | | | 220.43 Sub total: 220.43 |
| 29 | 29053917 PV500294 | 05/06/2025 | AMY IMAI ELEMENTARY PTA ALL OTHER LOCAL REVENUE | 010-9130-0-8699-00-0000-0000-000000-003-0130 | | | | | 3,500.00 Sub total: 3,500.00 |
| 29 | 29053918 PV500292 PV500292 PV500292 PV500292 | 05/06/2025 | KAISER FOUNDATION RETIREE BENEFITS-CERTIFICATD RETIREE BENEFITS-CLASSIFIED MEDICAL INSURANCE MEDICAL INSURANCE | 010-0000-0-3701-00-1110-1000-000000-009-0523 010-0000-0-3702-00-1110-1000-000000-009-0523 010-0000-0-9942-00-0000-0000-000000-000-0000 010-0000-0-9942-00-0000-0000-000000-000-0000 | | | | 3,730.74 3,091.59 485,927.94 71,483.37 Sub total: 564,233.64 | |
| 29 | 29053919 PV500293 PV500293 PV500293 PV500293 | 05/06/2025 | UHS PREMIUM BILLING RETIREE BENEFITS-CERTIFICATD RETIREE BENEFITS-CLASSIFIED MEDICAL INSURANCE MEDICAL INSURANCE | 010-0000-0-3701-00-1110-1000-000000-009-0523 010-0000-0-3702-00-1110-1000-000000-009-0523 010-0000-0-9942-00-0000-0000-000000-000-0000 010-0000-0-9942-00-0000-0000-000000-000-0000 | | | | 6,203.95 267.80 332,138.96 46,263.78 Sub total: 384,874.49 | |
| 29 | 29053920 P0520318 P0520318 | 05/06/2025 | AXIOM INC SARCS for 23/24 SY SARCS for 23/24 SY | 010-0000-0-5830-00-1110-1000-000000-009-0200 010-0000-0-5830-00-1110-1000-000000-009-0214 | | | | 6,600.00 4,950.00 Sub total: 11,550.00 | |
| 29 | 29053921 P0520406 P0510149 P0510149 P0510150 | 05/06/2025 | CDW Government CAASPP Headphones Gr 3-8 Open PO for supplies and equip Open PO for supplies and equip Open PO for software renewals | 010-0000-0-4310-00-1110-1000-000000-009-0301 010-9590-0-4310-00-0000-2420-000000-009-0570 010-9590-0-4401-00-1110-1000-000000-009-0570 010-9590-0-5846-00-0000-2420-000000-009-0580 | | | | 3,191.91 5,074.31 643.84 3,197.25 Sub total: 12,107.31 | |
| 29 | 29053922 P0510243 | 05/06/2025 | CHILDREN'S HEALTH COUNCIL NPS student placement | 010-6500-0-5830-00-5760-1180-000000-009-0381 | | | | 11,478.41 Sub total: 11,478.41 | |
| 29 | 29053923 P0520553 | 05/06/2025 | CITY OF SAN JOSE Grade Level Assembly | 010-9130-0-4369-00-1110-1000-000000-005-0130 | | | | 325.00 Sub total: 325.00 | |
| 29 | 29053924 P0520541 | 05/06/2025 | CUPERTINO UNION SCHOOL DISTRICT EV field trip transportation | 010-0000-0-5805-00-1110-1000-000000-009-0224 | | | | 688.88 Sub total: 688.88 | |
| 29 | 29053925 P0510127 | 05/06/2025 | EDTHEORY LLC SpEd Contracted Staffing | 010-6500-0-5830-00-5761-1110-000000-009-0350 | | | | 8,080.00 Sub total: 8,080.00 | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|-------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29053926 | 05/06/2025 | LEADERSHIP ASSOCIATES LLC | | | | | | |
| | PO510303 | | Search Firm for Supt. Search | 010-0000-0-5830-00-0000-7100-000000-009-0600 | | | | | 13,750.00 |
| | PO510303 | | Search Firm for Supt. Search | 010-0000-0-5830-00-0000-7100-000000-009-0600 | | | | | 13,750.00 |
| | | | | | | | | Sub total: | 27,500.00 |
| 29 | 29053927 | 05/06/2025 | LOS ALTOS SCHOOL DIST | | | | | | |
| | PO510153 | | Los Altos SD employee share | 010-6500-0-5830-00-5767-1110-000000-009-0350 | | | | | 72,365.48 |
| | | | | | | | | Sub total: | 72,365.48 |
| 29 | 29053928 | 05/06/2025 | ROBERTA STATHIS | | | | | | |
| | PO520510 | | ELD Materials | 010-4203-0-4310-00-1110-1000-000000-009-0311 | | | | | 5,000.00 |
| | | | | | | | | Sub total: | 5,000.00 |
| 29 | 29053929 | 05/06/2025 | SANTA CLARA COE | | | | | | |
| | PO520523 | | Workshop for Coaches | 010-0000-0-5250-00-1110-1000-000000-009-0204 | | | | | 3,850.00 |
| | | | | | | | | Sub total: | 3,850.00 |
| 29 | 29053930 | 05/06/2025 | SEQUOIA UNION HIGH SCHOOL | | | | | | |
| | PO520332 | | EV Science FT | 010-0000-0-5805-00-1110-1000-000000-009-0224 | | | | | 1,008.50 |
| | | | | | | | | Sub total: | 1,008.50 |
| 29 | 29053931 | 05/06/2025 | SUN LIFE FINANCIAL | | | | | | |
| | PV500295 | | LIFE INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 | | | | | 814.10 |
| | | | | | | | | Sub total: | 814.10 |
| 29 | 29053932 | 05/07/2025 | AF PRODUCE | | | | | | |
| | PO510240 | | FARM TO TABLE PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,003.00 |
| | PO510240 | | FARM TO TABLE PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,095.00 |
| | | | | | | | | Sub total: | 2,098.00 |
| 29 | 29053933 | 05/07/2025 | AT&T MOBILITY | | | | | | |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-2600-0-5932-00-1110-1000-000000-009-0234 | | | | | 42.75 |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-6010-0-5932-00-1110-1000-000000-003-0234 | | | | | 42.73 |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-6010-0-5932-00-1110-1000-000000-005-0234 | | | | | 42.73 |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-6010-0-5932-00-1110-1000-000000-006-0234 | | | | | 42.73 |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-6010-0-5932-00-1110-1000-000000-008-0234 | | | | | 42.73 |
| | PO510312 | | Work Cell Phone for BTB/ELOP | 010-6010-0-5932-00-1110-1000-000000-011-0234 | | | | | 42.73 |
| | | | | | | | | Sub total: | 256.40 |
| 29 | 29053934 | 05/07/2025 | BONAMI BAKING COMPANY INC | | | | | | |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,000.64 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 575.00 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,726.40 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,486.40 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 828.00 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 828.80 |
| | | | | | | | | Sub total: | 8,445.24 |
| 29 | 29053935 | 05/07/2025 | CALIFORNIA DEPT. OF EDUCATION | | | | | | |
| | PO510069 | | USDA COMMODITIES FOODS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 737.10 |
| | | | | | | | | Sub total: | 737.10 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29053936 | 05/07/2025 | CRYSTAL CREAMERY INC | | | | | | |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 660.78 |
| | 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 | | | | | 667.80 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,468.84 |
| | | | | | | | | Sub total: | 3,298.48 |
| 29 | 29053937 | 05/07/2025 | EAST BAY RESTAURANT SUPPLY INC | | | | | | |
| | PO510110 | | EQUIPMENT ALL SITES | 130-5310-0-4310-00-0000-3700-000000-009-0540 | | | | | 199.24 |
| | | | | | | | | Sub total: | 199.24 |
| 29 | 29053938 | 05/07/2025 | GOLD STAR FOODS | | | | | | |
| | PO510132 | | FOOD TIEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,964.55 |
| | PO510132 | | FOOD TIEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 71.98 |
| | | | | | | | | Sub total: | 1,892.57 |
| 29 | 29053939 | 05/07/2025 | PACIFIC PRODUCE | | | | | | |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 585.25 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 585.20 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 767.99 |
| | | | | | | | | Sub total: | 1,938.44 |
| 29 | 29053940 | 05/07/2025 | RAFT | | | | | | |
| | PO520448 | | Mobile Maker Van | 010-9130-0-5830-00-1110-1000-000000-002-0130 | | | | | 4,200.00 |
| | | | | | | | | Sub total: | 4,200.00 |
| 29 | 29053941 | 05/07/2025 | SYSCO- SAN FRANCISCO | | | | | | |
| | PO510135 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 3,458.45 |
| | PO510135 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 6,438.38 |
| | PO510135 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,937.81 |
| | | | | | | | | Sub total: | 12,834.64 |
| 29 | 29053942 | 05/08/2025 | E.F. BRETT AND COMPANY INC | | | | | | |
| | PO330049 | | WINDOW PROJECT PHASE 1 | 212-9702-0-6227-00-0000-8500-000000-006-0735 | | | | | 35,073.05 |
| | | | | | | | | Sub total: | 35,073.05 |
| 29 | 29053943 | 05/08/2025 | GREYSTONE WEST COMPANY | | | | | | |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-003-0738 | | | | | 105.00 |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-003-0738 | | | | | 1,051.09 |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-004-0738 | | | | | 210.00 |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-004-0738 | | | | | 2,102.16 |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-005-0738 | | | | | 2,102.16 |
| | PO230001 | | CM/PM SVCS -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-005-0738 | | | | | 210.00 |
| | PO430041 | | CM/PM SVCS -FENCING MONTA LOMA | 212-9702-0-6227-00-0000-8500-000000-006-0731 | | | | | 2,554.00 |
| | PO430041 | | CM/PM SVCS -FENCING MONTA LOMA | 212-9702-0-6227-00-0000-8500-000000-006-0731 | | | | | 511.00 |
| | PO130058 | | CM/PM SVCS -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-008-0742 | | | | | 363.65 |
| | PO130058 | | CM/PM SVCS -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-008-0742 | | | | | 363.62 |
| | PO130058 | | CM/PM SVCS -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-008-0742 | | | | | 363.65 |
| | PO130058 | | CM/PM SVCS -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-011-0742 | | | | | 363.65 |
| | PO130058 | | CM/PM SVCS -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-011-0742 | | | | | 363.65 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------------------|-----------------------------|--|---------|-----------|--------|------------|-------------|
| | PO130058 | CM/PM SVCS | -ELECTRICAL UPGRADE | 212-9702-0-6227-00-0000-8500-000000-011-0742 | | | | | 363.61 |
| | PO230001 | CM/PM SVCS | -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-016-0738 | | | | | 1,051.09 |
| | PO230001 | CM/PM SVCS | -PARK RESTROOMS | 212-9702-0-6227-00-0000-8500-000000-016-0738 | | | | | 105.00 |
| | PV500296 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-003-0738 | | | | | 76.55 |
| | PV500297 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-003-0738 | | | | | 76.55 |
| | PV500296 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-004-0738 | | | | | 153.10 |
| | PV500297 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-004-0738 | | | | | 137.68 |
| | PV500296 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-005-0738 | | | | | 153.10 |
| | PV500297 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-005-0738 | | | | | 137.69 |
| | PV500296 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-016-0738 | | | | | 76.55 |
| | PV500297 | CM | ADDITIONAL SERVICE FEES | 212-9702-0-6228-00-0000-8500-000000-016-0738 | | | | | 76.55 |
| | PO530001 | CM/PM SVCS | - DO MOD | 400-9731-0-6227-00-0000-8500-000000-001-0728 | | | | | 7,930.66 |
| | PO530001 | CM/PM SVCS | - DO MOD | 400-9731-0-6227-00-0000-8500-000000-001-0728 | | | | | 7,930.67 |
| | PO530001 | CM/PM SVCS | - DO MOD | 400-9731-0-6227-00-0000-8500-000000-001-0728 | | | | | 7,930.67 |
| | | | | | | | | Sub total: | 36,863.10 |
| 29 | 29053944 | 05/08/2025 | SALAS O'BRIEN ENGINEERS INC | | | | | | |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-002-0747 | | | | | 1,082.00 |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-004-0747 | | | | | 1,082.00 |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-005-0747 | | | | | 1,082.00 |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-008-0747 | | | | | 1,082.00 |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-014-0747 | | | | | 1,082.00 |
| | PO530032 | AE SVCS | TECH UPGRADE PROJECT | 212-9703-0-6215-00-0000-8500-000000-015-0747 | | | | | 676.50 |
| | | | | | | | | Sub total: | 6,086.50 |
| 29 | 29053945 | 05/08/2025 | VEREGY PACIFIC LLC | | | | | | |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-002-0733 | | | | | 36,950.25 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-003-0733 | | | | | 86,369.25 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-004-0733 | | | | | 35,995.50 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-005-0733 | | | | | 38,731.50 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-006-0733 | | | | | 37,919.25 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-007-0733 | | | | | 38,133.00 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-008-0733 | | | | | 37,577.25 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-011-0733 | | | | | 68,229.00 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-014-0733 | | | | | 68,314.50 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-015-0733 | | | | | 43,006.50 |
| | PO520156 | CALSHAPE | PROJECT | 010-9010-0-5830-00-0000-8110-000000-016-0733 | | | | | 38,389.50 |
| | | | | | | | | Sub total: | 529,615.50 |
| 29 | 29053946 | 05/08/2025 | ZAYO GROUP LLC | | | | | | |
| | PO530007 | DARK FIBER | FOR STAFF HOUSING | 212-9702-0-6232-00-0000-8500-000000-009-0780 | | | | | 165,000.00 |
| | | | | | | | | Sub total: | 165,000.00 |
| 29 | 29053947 | 05/08/2025 | NATUREBRIDGE | | | | | | |
| | PO520537 | Trip to Yosemite | 25-26 Deposit | 010-0000-0-9330-00-1110-1000-000000-011-0226 | | | | | 43,732.50 |
| | | | | | | | | Sub total: | 43,732.50 |
| 29 | 29053948 | 05/09/2025 | 4IMPRINT INC | | | | | | |
| | PO520545 | Staff Appreciation | Week Items | 010-0000-0-4310-00-0000-2700-000000-004-0101 | | | | | 1,297.12 |
| | | | | | | | | Sub total: | 1,297.12 |
| 29 | 29053949 | 05/09/2025 | ACER SERVICE CORPORATION | | | | | | |
| | PO510147 | Open PO for Chromebook | parts | 010-9590-0-4310-00-1110-1000-000000-009-0570 | | | | | 4,059.64 |
| | | | | | | | | Sub total: | 4,059.64 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29053950 | 05/09/2025 | BOGDANIC, PRISCILA | | | | | | |
| | PO540166 | | McK-V Mileage Reimbursement | 010-3010-0-5210-00-0000-2495-000000-009-0252 | | | | | 93.20 |
| | PO540167 | | SLS GR - SPARC event | 010-9552-0-4310-00-0000-2495-000000-014-0302 | | | | | 98.79 |
| | | | | | | | | Sub total: | 191.99 |
| 29 | 29053951 | 05/09/2025 | CAMPBELL UNION SCHOOL DISTRICT | | | | | | |
| | PO520419 | | Bus for EV science field trip | 010-0000-0-5805-00-1110-1000-000000-009-0224 | | | | | 760.41 |
| | | | | | | | | Sub total: | 760.41 |
| 29 | 29053952 | 05/09/2025 | FOLLETT CONTENT SOLUTIONS | | | | | | |
| | PO520504 | | Books to update CMS Library | 010-1100-0-4211-00-0000-2420-000000-011-0103 | | | | | 1,215.83 |
| | PO520482 | | Books for GR Library | 010-1100-0-4211-00-0000-2420-000000-014-0103 | | | | | 836.09 |
| | | | | | | | | Sub total: | 2,051.92 |
| 29 | 29053953 | 05/09/2025 | FOLLETT CONTENT SOLUTIONS LLC | | | | | | |
| | PO520505 | | Books for the Library | 010-1100-0-4211-00-0000-2420-000000-008-0103 | | | | | 638.86 |
| | PO510003 | | BL PO 2024-2025 SY | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 27.97 |
| | | | | | | | | Sub total: | 666.83 |
| 29 | 29053954 | 05/09/2025 | GOOGLE LLC | | | | | | |
| | PO510080 | | Open PO for Google SAS | 010-9590-0-5846-00-1110-1000-000000-009-0570 | | | | | 354.98 |
| | | | | | | | | Sub total: | 354.98 |
| 29 | 29053955 | 05/09/2025 | LIVING CLASSROOM | | | | | | |
| | PO510051 | | Garden based science | 010-9512-0-5830-00-1110-1000-000000-009-0223 | | | | | 6,000.00 |
| | PO510051 | | Garden based science | 010-9590-0-5830-00-1110-1000-000000-009-0223 | | | | | 7,500.00 |
| | | | | | | | | Sub total: | 13,500.00 |
| 29 | 29053956 | 05/09/2025 | MICROTECH SOLUTIONS INC | | | | | | |
| | PO510306 | | Microscope Repair Service | 010-9120-0-5610-00-1110-1000-000000-014-0120 | | | | | 1,750.00 |
| | | | | | | | | Sub total: | 1,750.00 |
| 29 | 29053957 | 05/09/2025 | MRC | | | | | | |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 420.28 |
| | | | | | | | | Sub total: | 420.28 |
| 29 | 29053958 | 05/09/2025 | OFFICE DEPOT | | | | | | |
| | PO520502 | | PAPER PALLET | 010-1100-0-4310-00-0000-2700-000000-015-0100 | | | | | 1,702.48 |
| | | | | | | | | Sub total: | 1,702.48 |
| 29 | 29053959 | 05/09/2025 | OLACIREGUI, CLAUDIA | | | | | | |
| | PO540169 | | PRINCIPAL CAFECITO | 010-9130-0-4310-00-1110-1000-000000-016-0130 | | | | | 84.00 |
| | PO540168 | | Rmbrsmt Night at the Library | 010-9130-0-4310-00-1110-1000-000000-016-0130 | | | | | 103.92 |
| | | | | | | | | Sub total: | 187.92 |
| 29 | 29053960 | 05/09/2025 | PITNEY BOWES INC | | | | | | |
| | PO510197 | | Postage meter/Lease | 010-0000-0-5910-00-0000-7550-000000-009-0504 | | | | | 289.81 |
| | | | | | | | | Sub total: | 289.81 |
| 29 | 29053961 | 05/09/2025 | REED CHARITABLE FOUNDATION | | | | | | |
| | PO520540 | | Workshop/Training | 010-0000-0-5200-00-1110-1000-000000-009-0204 | | | | | 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 | 29053962 | 05/09/2025 | 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 | 29053963 | 05/09/2025 | SCHMAHL SCIENCE WORKSHOPS | | | | | | |
| | PO520384 | | Science Workshops | 120-6105-0-5830-00-0001-1000-000000-009-0275 | | | | | 1,575.00 |
| | | | | | | | | Sub total: | 1,575.00 |
| 29 | 29053964 | 05/09/2025 | SOUTHWEST SCHOOL SUPPLY | | | | | | |
| | PO510001 | | Classroom supplies | 010-0000-0-4310-00-1110-1000-000000-002-0101 | | | | | 112.57 |
| | | | | | | | | Sub total: | 112.57 |
| 29 | 29053965 | 05/09/2025 | YMCA Of Silicon Valley | | | | | | |
| | PO510120 | | After school Program | 010-2600-0-5830-00-1110-1000-000000-009-0219 | | | | | 51,451.20 |
| | PO510120 | | After school Program | 010-2600-0-5830-00-1110-1000-000000-009-0219 | | | | | 90,882.00 |
| | PO510120 | | After school Program | 010-2600-0-5830-00-1110-1000-000000-009-0219 | | | | | 1,458.00 |
| | | | | | | | | Sub total: | 143,791.20 |
| 29 | 29053966 | 05/09/2025 | BONAMI BAKING COMPANY INC | | | | | | |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,486.40 |
| | | | | | | | | Sub total: | 2,486.40 |
| 29 | 29053967 | 05/09/2025 | CALIFORNIA WATER SERVICE | | | | | | |
| | PO510155 | | Utilities Water at Imai 24-25 | 010-0000-0-5555-00-0000-8200-000000-004-0503 | | | | | 651.61 |
| | PO510155 | | Utilities Water at Imai 24-25 | 010-0000-0-5555-00-0000-8200-000000-004-0503 | | | | | 93.67 |
| | PO510155 | | Utilities Water at Imai 24-25 | 010-0000-0-5555-00-0000-8200-000000-004-0503 | | | | | 607.21 |
| | | | | | | | | Sub total: | 1,352.49 |
| 29 | 29053968 | 05/09/2025 | CRYSTAL CREAMERY INC | | | | | | |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 987.87 |
| | | | | | | | | Sub total: | 987.87 |
| 29 | 29053969 | 05/09/2025 | DANIELSEN COMPANY | | | | | | |
| | PO510131 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,759.88 |
| | | | | | | | | Sub total: | 2,759.88 |
| 29 | 29053970 | 05/09/2025 | NEW YORK PIZZA INC | | | | | | |
| | PO510183 | | FRESH PIZZA ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 20,141.00 |
| | | | | | | | | Sub total: | 20,141.00 |
| 29 | 29053971 | 05/09/2025 | PACIFIC PRODUCE | | | | | | |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,607.76 |
| | | | | | | | | Sub total: | 1,607.76 |
| 29 | 29053972 | 05/09/2025 | SILICON VALLEY PERFORMANCE | | | | | | |
| | PO510211 | | Vehicle Repair | 010-6500-0-5608-00-5001-3600-000000-009-0562 | | | | | 10,192.13 |
| | PO510211 | | Vehicle Repair | 010-6500-0-5608-00-5001-3600-000000-009-0562 | | | | | 1,183.64 |
| | | | | | | | | Sub total: | 11,375.77 |
| 29 | 29053973 | 05/09/2025 | THE HOME DEPOT PRO | | | | | | |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 931.22 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|-------------------------------|--|---------|-----------|--------|------------|-------------|
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 781.34 |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 1,518.95 |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 56.64 |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 1,378.96 |
| | PO510087 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 103.06 |
| | | | | | | | | Sub total: | 4,770.17 |
| 29 | 29053974 | 05/09/2025 | UNIVERSAL SITE SERVICES INC | | | | | | |
| | PO510096 | | Vehicle Wash | 010-8150-0-5611-00-0000-8200-000000-009-0550 | | | | | 600.00 |
| | | | | | | | | Sub total: | 600.00 |
| 29 | 29053975 | 05/09/2025 | VALLEY OIL COMPANY | | | | | | |
| | PO510210 | | Fuel for Vehicles | 010-0000-0-4360-00-0000-3600-000000-009-0560 | | | | | 3,047.72 |
| | | | | | | | | Sub total: | 3,047.72 |
| 29 | 29053976 | 05/13/2025 | BAY ALARM COMPANY | | | | | | |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-002-0550 | | | | | 745.75 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-003-0550 | | | | | 1,090.78 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-004-0550 | | | | | 704.84 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-005-0550 | | | | | 800.55 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-006-0550 | | | | | 1,407.45 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-007-0550 | | | | | 1,039.85 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-008-0550 | | | | | 2,553.36 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-009-0550 | | | | | 1,219.38 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-011-0550 | | | | | 2,564.33 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-014-0550 | | | | | 2,335.52 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-015-0550 | | | | | 894.22 |
| | PO510184 | | Burglar Alarms | 010-8150-0-5521-00-0000-8200-000000-016-0550 | | | | | 697.79 |
| | | | | | | | | Sub total: | 16,053.82 |
| 29 | 29053977 | 05/14/2025 | CALIFORNIA DEPT OF EDUCATION | | | | | | |
| | PO520538 | | Determination of Overpayemnt | 120-6105-0-9590-00-0000-0000-000000-000-0000 | | | | | 156,181.00 |
| | | | | | | | | Sub total: | 156,181.00 |
| 29 | 29053978 | 05/14/2025 | CITY OF SAN JOSE | | | | | | |
| | PO520555 | | Happy Hollow Field Trip Admn | 010-9130-0-4369-00-1110-1000-000000-005-0130 | | | | | 1,200.00 |
| | | | | | | | | Sub total: | 1,200.00 |
| 29 | 29053979 | 05/14/2025 | RIOS PACHECO, EDUARDO | | | | | | |
| | PV500298 | | MILEAGE/PERSONAL EXP REIMB | 010-3010-0-5210-00-0000-2495-000000-009-0252 | | | | | 72.49 |
| | | | | | | | | Sub total: | 72.49 |
| 29 | 29053980 | 05/15/2025 | FEDEX | | | | | | |
| | PO510081 | | Open PO for shipping | 010-9590-0-5850-00-0000-7200-000000-009-0570 | | | | | 37.36 |
| | | | | | | | | Sub total: | 37.36 |
| 29 | 29053981 | 05/15/2025 | FOLLETT CONTENT SOLUTIONS LLC | | | | | | |
| | PO520504 | | Books to update CMS Library | 010-1100-0-4211-00-0000-2420-000000-011-0103 | | | | | 698.50 |
| | | | | | | | | Sub total: | 698.50 |
| 29 | 29053982 | 05/15/2025 | LANGUAGE LINE SERVICES INC | | | | | | |
| | PO510269 | | Interpretation services | 010-1100-0-5830-00-1110-1000-000000-005-0100 | | | | | 57.23 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|--------------------------------|----------------------------|--|---------|-----------|--------|------------|-------------|
| | PO510018 | Translation Services | | 010-1100-0-5830-00-1110-1000-000000-014-0100 | | | | | 532.53 |
| | PO510261 | Interpretation Services | | 010-4201-0-5830-00-1110-1000-000000-009-0310 | | | | | 394.32 |
| | | | | | | | | Sub total: | 984.08 |
| 29 | 29053983 | 05/15/2025 | PROJECT ERGONOMICS | | | | | | |
| | PO520528 | DO office cubicle chairs | | 010-0000-0-4402-00-0000-8200-000000-009-0550 | | | | | 4,021.21 |
| | | | | | | | | Sub total: | 4,021.21 |
| 29 | 29053984 | 05/15/2025 | READ TO THEM INC | | | | | | |
| | PO520532 | SLS ML - Reading program | | 010-0001-0-4310-00-1110-1000-000000-006-0214 | | | | | 529.53 |
| | PO520532 | SLS ML - Reading program | | 010-9552-0-4310-00-0000-2495-000000-006-0302 | | | | | 2,268.71 |
| | | | | | | | | Sub total: | 2,798.24 |
| 29 | 29053985 | 05/15/2025 | RO HEALTH INC | | | | | | |
| | PO510207 | MVWSD+ aide personnel | | 010-2600-0-5830-00-1110-1000-000000-009-0219 | | | | | 14,557.79 |
| | | | | | | | | Sub total: | 14,557.79 |
| 29 | 29053986 | 05/15/2025 | SILICON VALLEY PERFORMANCE | | | | | | |
| | PO510211 | Vehicle Repair | | 010-8150-0-5608-00-0000-8200-000000-009-0550 | | | | | 84.01 |
| | | | | | | | | Sub total: | 84.01 |
| 29 | 29053987 | 05/15/2025 | THE HOME DEPOT PRO | | | | | | |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 343.53 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 626.81 |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 998.28 |
| | | | | | | | | Sub total: | 1,968.62 |
| 29 | 29053988 | 05/15/2025 | WOODBURN PRESS LLC | | | | | | |
| | PO520526 | Parent & student education res | | 010-0001-0-4310-00-1110-1000-000000-003-0214 | | | | | 3,194.06 |
| | | | | | | | | Sub total: | 3,194.06 |
| 29 | 29053989 | 05/16/2025 | ART OF PROBLEM SOLVING | | | | | | |
| | PO520531 | Student License for AoPS BA | | 010-1100-0-5846-00-1110-1000-000000-007-0100 | | | | | 787.50 |
| | | | | | | | | Sub total: | 787.50 |
| 29 | 29053990 | 05/16/2025 | CITY OF MOUNTAIN VIEW | | | | | | |
| | PO510238 | Utilities 2024-25 | | 010-0000-0-5555-00-0000-8200-000000-004-0503 | | | | | 6,158.48 |
| | | | | | | | | Sub total: | 6,158.48 |
| 29 | 29053991 | 05/16/2025 | DEPT OF JUSTICE | | | | | | |
| | PO510185 | DEPT OF JUSTICE - FP 24-25 | | 010-0000-0-5838-00-0000-7400-000000-009-0400 | | | | | 1,224.00 |
| | | | | | | | | Sub total: | 1,224.00 |
| 29 | 29053992 | 05/16/2025 | DRYCO CONSTRUCTION INC | | | | | | |
| | PO520287 | TH concrete repair | | 010-8150-0-5670-00-0000-8110-000000-009-0550 | | | | | 680.50 |
| | | | | | | | | Sub total: | 680.50 |
| 29 | 29053993 | 05/16/2025 | 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 | 29053994 | 05/16/2025 | FIRST BOOK | | | | | | |
| | PO520490 | Books for Preschoolers | | 120-5210-0-4310-00-0001-1000-000000-009-0275 | | | | | 517.25 |
| | | | | | | | | Sub total: | 517.25 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|--|--|---------|-----------|--------|----------|--|
| 29 | 29053995 PO520463 | 05/16/2025 | FIRST STUDENT INC 5th grade Bus to MSI | 010-0000-0-5805-00-1110-1000-000000-007-0102 | | | | | 2,910.27 Sub total: 2,910.27 |
| 29 | 29053996 PO520480 PO520480 PO520505 PO520482 | 05/16/2025 | FOLLETT CONTENT SOLUTIONS LLC library books library books Books for the Library Books for GR Library | 010-1100-0-4211-00-0000-2420-000000-005-0103 010-1100-0-4211-00-0000-2420-000000-005-0103 010-1100-0-4211-00-0000-2420-000000-008-0103 010-1100-0-4211-00-0000-2420-000000-014-0103 | | | | | 505.72 698.87 1,178.53 54.49 Sub total: 2,437.61 |
| 29 | 29053997 PO510302 PO510302 | 05/16/2025 | HOPSKIPDRIVE INC Transportation - McK-V Transportation - McK-V | 010-3010-0-5808-00-0000-3600-000000-009-0252 010-3010-0-5808-00-0000-3600-000000-009-0252 | | | | | 79.86- 3,359.07 Sub total: 3,279.21 |
| 29 | 29053998 PO520186 | 05/16/2025 | MOBILE MODULAR MGMT CORP PORTABLE RENTAL AT LANDELS | 010-0000-0-5652-00-0000-8700-000000-009-0510 | | | | | 2,035.50 Sub total: 2,035.50 |
| 29 | 29053999 PO520520 PO520520 PO520520 | 05/16/2025 | NAME TAG INC Name tag for Supt Name tag for Supt Name tag for Supt | 010-0000-0-4310-00-0000-7100-000000-009-0600 010-0000-0-4310-00-0000-7100-000000-009-0600 010-0000-0-9512-00-0000-0000-000000-000-0000 | | | | | 2.59 28.38 2.59- Sub total: 28.38 |
| 29 | 29054000 PO520496 | 05/16/2025 | NORTH BAY PENSIONS LLC GASB Actuarial Services for 25 | 010-0000-0-5830-00-0000-7300-000000-009-0500 | | | | | 1,800.00 Sub total: 1,800.00 |
| 29 | 29054001 PO510113 | 05/16/2025 | OLIVER PACKAGING & EQUIPMENT FOOD TRAYS AND SEALER | 130-5310-0-4390-00-0000-3700-000000-009-0540 | | | | | 5,995.68 Sub total: 5,995.68 |
| 29 | 29054002 PO510226 | 05/16/2025 | PACIFIC GAS AND ELECTRIC CO Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-008-0503 | | | | | 538.66 Sub total: 538.66 |
| 29 | 29054003 PO510014 PO510028 | 05/16/2025 | PACIFIC OFFICE AUTOMATION Blanket PO Riso click charges Riso 2024-2025 Click Charges | 010-1100-0-4310-00-1110-1000-000000-002-0100 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 12.00 5.75 Sub total: 17.75 |
| 29 | 29054004 PO510197 | 05/16/2025 | PITNEY BOWES GLOBAL Postage meter/Lease | 010-0000-0-5910-00-0000-7550-000000-009-0504 | | | | | 560.97 Sub total: 560.97 |
| 29 | 29054005 PO520530 PO520530 | 05/16/2025 | SALINAS TRANSPORT LLC Emissions Testing for Buses Emissions Testing for Buses | 010-0000-0-5670-00-0000-3600-000000-009-0560 010-0000-0-5670-00-0000-3600-000000-009-0560 | | | | | 150.00 150.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|---------------------------|-----------------------------|--|---------|-----------|--------|------------|-------------|
| | PO520530 | Emissions | Testing for Buses | 010-0000-0-5670-00-0000-3600-000000-009-0560 | | | | | 240.00 |
| | PO520530 | Emissions | Testing for Buses | 010-0000-0-5670-00-0000-3600-000000-009-0560 | | | | | 150.00 |
| | | | | | | | | Sub total: | 690.00 |
| 29 | 29054006 | 05/16/2025 | SOUTHWEST SCHOOL SUPPLY | | | | | | |
| | PO510001 | Classroom supplies | | 010-0000-0-4310-00-1110-1000-000000-002-0101 | | | | | 5.78 |
| | PO510001 | Classroom supplies | | 010-0000-0-4310-00-1110-1000-000000-002-0101 | | | | | 205.15 |
| | PO510002 | BL PO for 2024-2025 SY | | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 80.91 |
| | | | | | | | | Sub total: | 291.84 |
| 29 | 29054007 | 05/16/2025 | THE HOME DEPOT PRO | | | | | | |
| | PO510087 | Custodial Supplies | | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 240.47 |
| | | | | | | | | Sub total: | 240.47 |
| 29 | 29054008 | 05/16/2025 | VERIZON | | | | | | |
| | PO510104 | Tablet Hotspot - Buses | | 010-0000-0-5832-00-0000-3600-000000-009-0560 | | | | | 385.11 |
| | | | | | | | | Sub total: | 385.11 |
| 29 | 29054009 | 05/16/2025 | XEROX FINANCIAL SERVICES | | | | | | |
| | PO510118 | XEROX CLICK CHARGES 24-25 | | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 54.22 |
| | | | | | | | | Sub total: | 54.22 |
| 29 | 29054010 | 05/16/2025 | U.S. BANK CORPORATE PAYMENT | | | | | | |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-0000-0-4310-00-0000-7100-000000-009-0600 | | | | | 61.68 |
| | PV500300 | TRAVEL & CONFERENCES | | 010-0000-0-5200-00-0000-2110-000000-009-0229 | | | | | 409.85 |
| | PV500300 | TRAVEL & CONFERENCES | | 010-0000-0-5200-00-0000-7100-000000-009-0600 | | | | | 23.18 |
| | PV500300 | TRAVEL & CONFERENCES | | 010-0000-0-5200-00-0000-7100-000000-009-0600 | | | | | 81.88 |
| | PV500300 | TRAVEL & CONFERENCES | | 010-0000-0-5200-00-0000-7100-000000-009-0610 | | | | | 81.88 |
| | PV500300 | TRAVEL & CONFERENCES | | 010-0000-0-5200-00-0000-7100-000000-009-0610 | | | | | 81.88 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-0001-0-4310-00-1110-1000-000000-003-0214 | | | | | 234.30 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-1100-0-4310-00-0000-2700-000000-003-0100 | | | | | 56.09 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-1100-0-4310-00-0000-2700-000000-003-0100 | | | | | 341.56 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-2600-0-4310-00-1110-1000-000000-009-0234 | | | | | 35.18 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-2600-0-4310-00-1110-1000-000000-009-0234 | | | | | 125.03 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-2600-0-4310-00-1110-1000-000000-009-0234 | | | | | 43.32 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-2600-0-4310-00-1110-1000-000000-009-0234 | | | | | 136.96 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-2600-0-4310-00-1110-1000-000000-009-0234 | | | | | 27.78 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-2600-0-4311-00-1110-1000-000000-009-0234 | | | | | 57.90 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-2600-0-4311-00-1110-1000-000000-009-0234 | | | | | 32.57 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-6010-0-4311-00-1110-1000-000000-006-0234 | | | | | 11.81 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-6010-0-4311-00-1110-1000-000000-006-0234 | | | | | 32.55 |
| | PV500300 | CLASSROOM/OFFICE SUPPLIES | | 010-9552-0-4310-00-0000-2495-000000-009-0302 | | | | | 459.00 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-002-0302 | | | | | 69.00 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-002-0302 | | | | | 405.60 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-002-0302 | | | | | 405.60 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-003-0302 | | | | | 69.00 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-015-0302 | | | | | 122.81 |
| | PV500300 | FOOD SUPPLY MEETINGS | | 010-9552-0-4311-00-0000-2495-000000-015-0302 | | | | | 258.25 |
| | PV500300 | LICENSING AGREEMENTS | | 010-9590-0-5846-00-0000-2420-000000-009-0570 | | | | | 57.25 |
| | PV500300 | LICENSING AGREEMENTS | | 010-9590-0-5846-00-0000-2420-000000-009-0580 | | | | | 39.00 |
| | PV500301 | FOOD SUPPLY MEETINGS | | 120-6105-0-4311-00-0001-1000-000000-009-0275 | | | | | 194.79 |
| | | | | | | | | Sub total: | 3,955.70 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|--|--|---------|-----------|--------|----------|---|
| 29 | 29054011 PO530027 | 05/20/2025 | CIS INC IOR MONTA LOMA FENCING | 212-9703-0-6135-00-0000-8500-000000-006-0731 | | | | | 3,100.00 Sub total: 3,100.00 |
| 29 | 29054012 PO530047 | 05/20/2025 | DIVISION OF STATE ARCHITECT WINDOW PROJECT FINAL DSA FEES | 212-9702-0-6255-00-0000-8500-000000-004-0735 | | | | | 2,037.03 Sub total: 2,037.03 |
| 29 | 29054013 PO530040 | 05/20/2025 | PETER INGRAM CONSULTING STAFF HOUSING COORDINATION | 400-0000-0-5830-00-0000-8200-000000-777-0780 | | | | | 17,153.19 Sub total: 17,153.19 |
| 29 | 29054014 PO520557 | 05/20/2025 | CITY OF SAN JOSE Kinder Field Trip | 010-1100-0-4369-00-1110-1000-000000-007-0100 | | | | | 756.00 Sub total: 756.00 |
| 29 | 29054015 PO520495 | 05/21/2025 | ANDERSON'S IT'S ELEMENTARY Imai Staff Swag | 010-0000-0-4310-00-1110-1000-000000-004-0101 | | | | | 1,315.09 Sub total: 1,315.09 |
| 29 | 29054016 PO520472 | 05/21/2025 | APPLE INC Apple device for SPED low inci | 010-6500-0-4310-00-5767-1110-000000-009-0350 | | | | | 363.02 Sub total: 363.02 |
| 29 | 29054017 PO510151 | 05/21/2025 | BMR HEALTH SERVICES INC SpEd Contracted Staffing | 010-6500-0-5830-00-5761-1110-000000-009-0350 | | | | | 12,600.00 Sub total: 12,600.00 |
| 29 | 29054018 PO510212 PO510212 PO510212 PO510212 PO510212 | 05/21/2025 | BRADY INDUSTRIES Custodial Supplies Custodial Supplies Custodial Supplies Custodial Supplies Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 010-8150-0-4380-00-0000-8110-000000-009-0550 010-8150-0-4380-00-0000-8110-000000-009-0550 010-8150-0-4380-00-0000-8110-000000-009-0550 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 470.11 848.47 1,011.31 848.47 1,474.28 Sub total: 4,652.64 |
| 29 | 29054019 PO510155 PO510155 | 05/21/2025 | CALIFORNIA WATER SERVICE Utilities Water at Imai 24-25 Utilities Water at Imai 24-25 | 010-0000-0-5555-00-0000-8200-000000-004-0503 010-0000-0-5555-00-0000-8200-000000-004-0503 | | | | | 1,120.59 416.57 Sub total: 1,537.16 |
| 29 | 29054020 PV500303 PV500304 | 05/21/2025 | DOLMANS, PIETER FOOD SUPPLY MEETINGS FOOD SUPPLY MEETINGS | 010-1100-0-4311-00-0000-2700-000000-005-0100 010-1100-0-4311-00-0000-2700-000000-005-0100 | | | | | 15.98 194.35 Sub total: 210.33 |
| 29 | 29054021 PO510246 | 05/21/2025 | FAGEN FRIEDMAN & FULFROST LLP SPED Legal Consultants | 010-6500-0-5845-00-5001-2700-000000-009-0350 | | | | | 264.00 Sub total: 264.00 |
| 29 | 29054022 PO520536 | 05/21/2025 | FOLLETT SOFTWARE LLC Destiny-Library System Renewal | 010-9590-0-5846-00-0000-2420-000000-009-0580 | | | | | 8,707.32 Sub total: 8,707.32 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|----------|----------------------|
| 29 | 29054023 | 05/21/2025 | HOME DEPOT CREDIT SERVICES | | | | | | |
| | PO510085 | | Parts & Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 2,409.01 |
| | | | | | | | | | Sub total: 2,409.01 |
| 29 | 29054024 | 05/21/2025 | KELLY, CAMILLE | | | | | | |
| | PO510280 | | Theater Manager for AUD rental | 010-1100-0-5830-00-1110-1000-000000-014-0100 | | | | | 2,400.00 |
| | PO510280 | | Theater Manager for AUD rental | 010-9120-0-5830-00-1110-1000-000000-014-0120 | | | | | 800.00 |
| | | | | | | | | | Sub total: 3,200.00 |
| 29 | 29054025 | 05/21/2025 | MOUNTAIN VIEW WHISMAN SCHOOL | | | | | | |
| | PV500302 | | BANK FEES | 010-0000-0-5822-00-0000-7300-000000-009-0503 | | | | | 1,187.42 |
| | PV500302 | | POSTAGE | 010-0000-0-5910-00-0000-2110-000000-009-0200 | | | | | 24.32 |
| | | | | | | | | | Sub total: 1,211.74 |
| 29 | 29054026 | 05/21/2025 | NCS PEARSON INC | | | | | | |
| | PO510156 | | SPED Protocols | 010-6500-0-4310-00-5761-1110-000000-009-0350 | | | | | 145.96 |
| | PO510156 | | SPED Protocols | 010-6500-0-4310-00-5761-1110-000000-009-0350 | | | | | 56.53 |
| | PO510156 | | SPED Protocols | 010-9301-0-4310-00-5761-1110-000000-009-0355 | | | | | 84.79 |
| | PO510156 | | SPED Protocols | 010-9301-0-4310-00-5761-1110-000000-009-0355 | | | | | 218.95 |
| | | | | | | | | | Sub total: 506.23 |
| 29 | 29054027 | 05/21/2025 | OTICON INC | | | | | | |
| | PO520525 | | Microphone Sys for hearing aid | 010-6500-0-4310-00-5767-1110-000000-009-0350 | | | | | 696.57 |
| | | | | | | | | | Sub total: 696.57 |
| 29 | 29054028 | 05/21/2025 | OUTSIDE VOICES SPEECH THERAPY | | | | | | |
| | PO510289 | | Contracted Svc for AAC | 010-6500-0-5830-00-5761-1110-000000-009-0350 | | | | | 8,313.00 |
| | | | | | | | | | Sub total: 8,313.00 |
| 29 | 29054029 | 05/21/2025 | PACIFIC GAS AND ELECTRIC CO | | | | | | |
| | PO510226 | | Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-002-0503 | | | | | 195.83 |
| | PO510226 | | Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-005-0503 | | | | | 258.81 |
| | PO510226 | | Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-007-0503 | | | | | 796.88 |
| | PO510226 | | Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-011-0503 | | | | | 270.06 |
| | PO510226 | | Utilities 2024-25 FY | 010-0000-0-5501-00-0000-8200-000000-014-0503 | | | | | 2,378.52 |
| | | | | | | | | | Sub total: 3,900.10 |
| 29 | 29054030 | 05/21/2025 | SONOVA USA INC | | | | | | |
| | PO520515 | | Roger Receivers for SPED | 010-6500-0-4310-00-5761-1110-000000-009-0350 | | | | | 733.29 |
| | | | | | | | | | Sub total: 733.29 |
| 29 | 29054031 | 05/21/2025 | THE STEPPING STONES GROUP LLC | | | | | | |
| | PO510161 | | SpEd Contracted Staffing | 010-6500-0-5830-00-5760-1110-000000-009-0350 | | | | | 31,113.92 |
| | | | | | | | | | Sub total: 31,113.92 |
| 29 | 29054032 | 05/22/2025 | BEEKEEPER NOVA | | | | | | |
| | PO510074 | | Bee Service | 010-8150-0-5670-00-0000-8110-000000-009-0550 | | | | | 225.00 |
| | | | | | | | | | Sub total: 225.00 |
| 29 | 29054033 | 05/22/2025 | BRADY INDUSTRIES | | | | | | |
| | PO510212 | | Custodial Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 1,701.78 |
| | | | | | | | | | Sub total: 1,701.78 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|----------------------------------|------------|--|--|---------|-----------|--------|----------|--|
| 29 | 29054034 PO520539 | 05/22/2025 | CDW Government Replenishment of phones | 010-9590-0-4310-00-1110-1000-000000-009-0570 | | | | | 3,841.20 Sub total: 3,841.20 |
| 29 | 29054035 PO510170 | 05/22/2025 | CERTIFIX LIVE SCAN CERTIFIX 24-25 | 010-0000-0-5838-00-0000-7400-000000-009-0400 | | | | | 306.00 Sub total: 306.00 |
| 29 | 29054036 PO540170 | 05/22/2025 | CLAAS, BEATRIZ Reimbursement ELPAC | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 98.35 Sub total: 98.35 |
| 29 | 29054037 PO510130 | 05/22/2025 | CRYSTAL CREAMERY INC MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,687.57 Sub total: 1,687.57 |
| 29 | 29054038 PO540172 | 05/22/2025 | DANG, NGUYET Rmbrsmt for CASBO food/parking | 010-0000-0-5250-00-0000-7300-000000-009-0520 | | | | | 45.23 Sub total: 45.23 |
| 29 | 29054039 PO510245 | 05/22/2025 | ENVIRONMENTAL VOLUNTEERS INC 4th/5th gr science program | 010-9512-0-5830-00-1110-1000-000000-009-0224 | | | | | 5,900.00 Sub total: 5,900.00 |
| 29 | 29054040 PO510292 | 05/22/2025 | FIRST STUDENT INC Alternative Transportation Svc | 010-6500-0-5808-00-5761-3600-000000-009-0562 | | | | | 42,328.15 Sub total: 42,328.15 |
| 29 | 29054041 PO520517 | 05/22/2025 | HEDGEHOG SPEECH THERAPY INC IEE Evaluation | 010-6500-0-5830-00-5760-1110-000000-009-0350 | | | | | 2,100.00 Sub total: 2,100.00 |
| 29 | 29054042 PO510133 PO510133 | 05/22/2025 | IMPERIAL DADE WEST COAST PAPER ITEMS PAPER ITEMS | 130-5310-0-4390-00-0000-3700-000000-009-0540 130-5310-0-4390-00-0000-3700-000000-009-0540 | | | | | 2,180.10 274.36- Sub total: 1,905.74 |
| 29 | 29054043 PO510280 | 05/22/2025 | KELLY, CAMILLE Theater Manager for AUD rental | 010-9120-0-5830-00-1110-1000-000000-014-0120 | | | | | 300.00 Sub total: 300.00 |
| 29 | 29054044 PO540171 | 05/22/2025 | LIBUIT, HALEY Mileage Reimbursement 4/2025 | 010-9590-0-5210-00-0000-2140-000000-009-0570 | | | | | 34.71 Sub total: 34.71 |
| 29 | 29054045 PO510229 | 05/22/2025 | ORBACH HUFF & HENDERSON LLP Legal services 2024-25 | 010-0000-0-5845-00-0000-7300-000000-009-0500 | | | | | 10,331.90 Sub total: 10,331.90 |
| 29 | 29054046 PO510075 | 05/22/2025 | PLANET ORANGE Monthly Pest Service | 010-8150-0-5830-00-0000-8110-000000-009-0550 | | | | | 225.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|------------|--------------------------|-----------|--------|------------|-------------|
| | PO510075 | 05/22/2025 | Monthly Pest Service | 010-8150-0 | 5830-00-0000-8110-000000 | 009-0550 | | | 86.00 |
| | | | | | | | | Sub total: | 311.00 |
| 29 | 29054047 | 05/22/2025 | RO HEALTH INC | 010-2600-0 | 5830-00-1110-1000-000000 | 009-0219 | | | 9,911.34 |
| | PO510207 | | MVWSD+ aide personnel | | | | | Sub total: | 9,911.34 |
| 29 | 29054048 | 05/22/2025 | SAN FRANCISCO ELEVATOR SERVICE | 010-8150-0 | 5670-00-0000-8200-000000 | 009-0550 | | | 1,408.18 |
| | PO510100 | | Elevator Maintenance | | | | | Sub total: | 1,408.18 |
| 29 | 29054049 | 05/22/2025 | SANTA CLARA COE | 010-0000-0 | 5200-00-1110-1000-000000 | 009-0204 | | | 150.00 |
| | PO520417 | | Math Workshop | | | | | Sub total: | 150.00 |
| 29 | 29054050 | 05/22/2025 | SOUND AND SIGNAL INC | 010-8150-0 | 5521-00-0000-8200-000000 | 009-0550 | | | 292.55 |
| | PO510091 | | Monitoring | | | | | Sub total: | 292.55 |
| 29 | 29054051 | 05/22/2025 | STEWART SIGNS | 010-9590-0 | 4310-00-1110-1000-000000 | 009-0570 | | | 928.52 |
| | PO520556 | | Replacement panels (3) VA sign | | | | | Sub total: | 928.52 |
| 29 | 29054052 | 05/22/2025 | THE GREEN ROOM THEATER | 010-9131-0 | 5830-00-1110-4100-000000 | 011-0131 | | | 26,400.00 |
| | PO510264 | | Theater and Dance Program | | | | | Sub total: | 26,400.00 |
| 29 | 29054053 | 05/22/2025 | THE HOME DEPOT PRO | 010-8150-0 | 4380-00-0000-8110-000000 | 009-0550 | | | 1,176.98 |
| | PO510087 | | Custodial Supplies | | | | | | 944.16 |
| | PO510087 | | Custodial Supplies | | | | | Sub total: | 2,121.14 |
| 29 | 29054054 | 05/22/2025 | VALLEY OIL COMPANY | 010-0000-0 | 4360-00-0000-3600-000000 | 009-0560 | | | 3,030.96 |
| | PO510210 | | Fuel for Vehicles | | | | | Sub total: | 3,030.96 |
| 29 | 29054055 | 05/22/2025 | XEROX FINANCIAL SERVICES | 010-0000-0 | 5610-00-0000-7550-000000 | 009-0504 | | | 3.59 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | | | | | Sub total: | 3.59 |
| 29 | 29054056 | 05/22/2025 | BONAMI BAKING COMPANY INC | 130-5310-0 | 4710-00-0000-3700-000000 | 009-0540 | | | 2,750.40 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 632.50 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 598.00 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 2,635.24 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 1,001.75 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 116.50 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 2,604.80 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 1,200.60 |
| | PO510129 | | FRESH BAKERY ITEMS FOR MENU | | | | | | 2,771.00 |
| | | | | | | | | Sub total: | 14,310.79 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| 29 | 29054057 | 05/22/2025 | CAMPBELL UNION SCHOOL DISTRICT | | | | | | |
| | PO540173 | | 4 Field Trips outside transprt | 010-0000-0-5805-00-1110-1000-000000-004-0102 | | | | | 1,569.37 |
| | PO540173 | | 4 Field Trips outside transprt | 010-0000-0-5805-00-1110-1000-000000-004-0102 | | | | | 936.02 |
| | PO540173 | | 4 Field Trips outside transprt | 010-0000-0-5805-00-1110-1000-000000-004-0102 | | | | | 1,239.00 |
| | PO540173 | | 4 Field Trips outside transprt | 010-0000-0-5805-00-1110-1000-000000-004-0102 | | | | | 819.16 |
| | | | | | | | | Sub total: | 4,563.55 |
| 29 | 29054058 | 05/22/2025 | CRYSTAL CREAMERY INC | | | | | | |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,578.31 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 701.67 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,431.03 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 255.43 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 766.29 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,615.24 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 328.41 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 332.37 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 495.92 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 458.33 |
| | PO510130 | | MILK FOR ALL SITES | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 660.78 |
| | | | | | | | | Sub total: | 8,623.78 |
| 29 | 29054059 | 05/22/2025 | DANIELSEN COMPANY | | | | | | |
| | PO510131 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,770.56 |
| | PO510131 | | FOOD ITEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 3,912.20 |
| | | | | | | | | Sub total: | 6,682.76 |
| 29 | 29054060 | 05/22/2025 | FIVE STAR RESTAURANT SERVICES | | | | | | |
| | PO510111 | | REFRIG REPAIRS | 130-5310-0-5670-00-0000-3700-000000-009-0540 | | | | | 1,564.00 |
| | | | | | | | | Sub total: | 1,564.00 |
| 29 | 29054061 | 05/22/2025 | GOLD STAR FOODS | | | | | | |
| | PO510132 | | FOOD TIEMS | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,157.28 |
| | | | | | | | | Sub total: | 1,157.28 |
| 29 | 29054062 | 05/22/2025 | KELLY, CAMILLE | | | | | | |
| | PO510280 | | Theater Manager for AUD rental | 010-0000-0-5830-00-1110-4900-000000-009-0510 | | | | | 620.00 |
| | PO510280 | | Theater Manager for AUD rental | 010-0000-0-5830-00-1110-4900-000000-009-0510 | | | | | 940.00 |
| | | | | | | | | Sub total: | 1,560.00 |
| 29 | 29054063 | 05/22/2025 | PACIFIC PRODUCE | | | | | | |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 101.55 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 355.80 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 440.05 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,930.16 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 605.33 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 260.82 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 663.58 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 309.85 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 661.70 |
| | PO510134 | | PRODUCE | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 943.95 |

| 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 | | | | | 520.30 |
| | PO510134 | PRODUCE | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 1,554.20 |
| | | | | | | | | Sub total: | 8,347.29 |
| 29 | 29054064 | 05/22/2025 | SYSICO- SAN FRANCISCO | | | | | | |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 62.09 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 705.60 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 6,571.57 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 3,406.06 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 53.79 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 4,145.30 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 6,839.42 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 2,976.17 |
| | PO510135 | FOOD ITEMS | | 130-5310-0-4710-00-0000-3700-000000-009-0540 | | | | | 3,291.10 |
| | | | | | | | | Sub total: | 28,051.10 |
| 29 | 29054065 | 05/23/2025 | DREILING TERRONES ARCHITECTURE | | | | | | |
| | PO330059 | AE SVCS FOR HVAC PHASE 5 | | 212-9702-0-6215-00-0000-8500-000000-006-0733 | | | | | 1,010.62 |
| | PO330059 | AE SVCS FOR HVAC PHASE 5 | | 212-9702-0-6215-00-0000-8500-000000-008-0733 | | | | | 1,010.62 |
| | PO330059 | AE SVCS FOR HVAC PHASE 5 | | 212-9702-0-6215-00-0000-8500-000000-011-0733 | | | | | 1,010.64 |
| | PO330059 | AE SVCS FOR HVAC PHASE 5 | | 212-9702-0-6215-00-0000-8500-000000-014-0733 | | | | | 1,010.62 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-002-0716 | | | | | 49,010.04 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-004-0716 | | | | | 41,419.21 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-005-0716 | | | | | 41,419.21 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-008-0716 | | | | | 21,024.08 |
| | PO530020 | AE - RESTROOM MOD THEUERKAUF | | 212-9703-0-6215-00-0000-8500-000000-008-0718 | | | | | 875.00 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-011-0716 | | | | | 69,240.01 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-014-0716 | | | | | 28,948.57 |
| | PO530031 | AE SVCS ROOFING PROJECT | | 212-9703-0-6215-00-0000-8500-000000-016-0716 | | | | | 44,463.88 |
| | | | | | | | | Sub total: | 300,442.50 |
| 29 | 29054066 | 05/23/2025 | GREYSTONE WEST COMPANY | | | | | | |
| | PO230001 | CM/PM SVCS -PARK RESTROOMS | | 212-9702-0-6227-00-0000-8500-000000-003-0738 | | | | | 105.00 |
| | PO230001 | CM/PM SVCS -PARK RESTROOMS | | 212-9702-0-6227-00-0000-8500-000000-004-0738 | | | | | 210.00 |
| | PO230001 | CM/PM SVCS -PARK RESTROOMS | | 212-9702-0-6227-00-0000-8500-000000-005-0738 | | | | | 210.00 |
| | PO430041 | CM/PM SVCS -FENCING MONTA LOMA | | 212-9702-0-6227-00-0000-8500-000000-006-0731 | | | | | 510.31 |
| | PO230001 | CM/PM SVCS -PARK RESTROOMS | | 212-9702-0-6227-00-0000-8500-000000-016-0738 | | | | | 105.00 |
| | PV500305 | CM ADDITIONAL SERVICE FEES | | 212-9702-0-6228-00-0000-8500-000000-009-0700 | | | | | 5.00 |
| | PV500305 | CM ADDITIONAL SERVICE FEES | | 212-9703-0-6228-00-0000-8500-000000-002-0716 | | | | | 234.37 |
| | PV500305 | CM ADDITIONAL SERVICE FEES | | 212-9703-0-6228-00-0000-8500-000000-004-0716 | | | | | 234.37 |
| | PV500305 | CM ADDITIONAL SERVICE FEES | | 212-9703-0-6228-00-0000-8500-000000-005-0716 | | | | | 234.37 |
| | PV500305 | CM ADDITIONAL SERVICE FEES | | 212-9703-0-6228-00-0000-8500-000000-011-0716 | | | | | 234.39 |
| | | | | | | | | Sub total: | 2,082.81 |
| 29 | 29054067 | 05/23/2025 | ORBACH HUFF & HENDERSON LLP | | | | | | |
| | PO530000 | Legal Rep - CAPITAL PROJECTS | | 212-9702-0-5845-00-0000-8500-000000-009-0700 | | | | | 18,339.56 |
| | PO530000 | Legal Rep - CAPITAL PROJECTS | | 212-9702-0-5845-00-0000-8500-000000-009-0700 | | | | | 330.40 |
| | | | | | | | | Sub total: | 18,669.96 |
| 29 | 29054068 | 05/23/2025 | SILICON VALLEY PAVING INC | | | | | | |
| | PO530026 | FENCING PROJECT MONTA LOMA | | 212-9703-0-6138-00-0000-8500-000000-006-0731 | | | | | 157,795.00 |
| | | | | | | | | Sub total: | 157,795.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|---------------------------|--|---------|-----------|--------|----------|-------------|
| 29 | 29054069 | 05/27/2025 | XEROX CORPORATION | | | | | | |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 48.44 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 517.57 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 17.63 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 60.32 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-4310-00-0000-7550-000000-009-0504 | | | | | 27.57 |
| | 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 | | | | | 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 | | | | | 142.93 |
| | 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 | | | | | 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 | | | | | 139.70 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 139.70 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 387.69 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 24.92 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 340.26 |
| | 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 | | | | | 340.27 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 347.45 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 387.69 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 139.70 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 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 | | | | | 142.93 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 142.93 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 387.69 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 24.92 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 24.92 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 135.49 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-0000-0-5610-00-0000-7550-000000-009-0504 | | | | | 395.61 |
| | 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 | | | | | 139.70 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-0000-2700-000000-003-0100 | | | | | 202.33 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-0000-2700-000000-003-0100 | | | | | 49.17 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-002-0100 | | | | | 208.22 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-002-0100 | | | | | 112.00 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-004-0100 | | | | | 242.00 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-004-0100 | | | | | 134.02 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-005-0100 | | | | | 283.42 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-005-0100 | | | | | 39.46 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-006-0100 | | | | | 167.68 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|------------------|------------|--------------------------------|--|---------|-----------|--------|------------|-------------|
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-006-0100 | | | | | 4.09 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-006-0100 | | | | | 140.73 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 194.94 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-007-0100 | | | | | 57.62 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-008-0100 | | | | | 236.28 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-008-0100 | | | | | 81.98 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 332.94 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 243.31 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 154.63 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 14.81 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-014-0100 | | | | | 238.78 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-014-0100 | | | | | 249.05 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-014-0100 | | | | | 554.86 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-015-0100 | | | | | 241.72 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-015-0100 | | | | | 128.00 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-016-0100 | | | | | 68.33 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-1100-0-4310-00-1110-1000-000000-016-0100 | | | | | 161.19 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-6500-0-4310-00-5730-1110-000000-009-0350 | | | | | 556.76 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-6500-0-4310-00-5730-1110-000000-009-0350 | | | | | 618.80 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 010-8150-0-4310-00-0000-8200-000000-009-0550 | | | | | 1.34 |
| | PO510118 | | XEROX CLICK CHARGES 24-25 | 120-6105-0-4310-00-0001-1000-000000-009-0275 | | | | | 130.36 |
| | | | | | | | | Sub total: | 13,539.69 |
| 29 | 29054070 | 05/28/2025 | DETTMAN, ELLEN | | | | | | |
| | PO540178 | | Field Trip Admission | 010-9130-0-4369-00-1110-1000-000000-005-0130 | | | | | 232.88 |
| | | | | | | | | Sub total: | 232.88 |
| 29 | 29054071 | 05/28/2025 | DOLMANS, PIETER | | | | | | |
| | PO540176 | | Coffee reimbursement | 010-1100-0-4311-00-0000-2700-000000-005-0100 | | | | | 130.00 |
| | PO540180 | | Snacks for CAASPP testing | 010-1100-0-4311-00-0000-2700-000000-005-0100 | | | | | 226.59 |
| | | | | | | | | Sub total: | 356.59 |
| 29 | 29054072 | 05/28/2025 | HAUSMAN, SHELLY | | | | | | |
| | PO540174 | | Reimbursement for ML signs | 010-0000-0-4310-00-0000-7100-000000-009-0600 | | | | | 95.80 |
| | | | | | | | | Sub total: | 95.80 |
| 29 | 29054073 | 05/28/2025 | MOO | | | | | | |
| | PO520571 | | Business Cards | 010-0000-0-4310-00-0000-7100-000000-009-0600 | | | | | 221.73 |
| | | | | | | | | Sub total: | 221.73 |
| 29 | 29054074 | 05/28/2025 | MOORTI, ANN | | | | | | |
| | PO540177 | | Food for ELPAC Celebration | 010-1100-0-4311-00-0000-2700-000000-005-0100 | | | | | 117.98 |
| | | | | | | | | Sub total: | 117.98 |
| 29 | 29054075 | 05/28/2025 | OLACIREGUI, CLAUDIA | | | | | | |
| | PO540175 | | Food Purchases for School evnt | 010-9130-0-4310-00-1110-1000-000000-016-0130 | | | | | 185.31 |
| | | | | | | | | Sub total: | 185.31 |
| 29 | 29054076 | 05/28/2025 | SCHED LLC | | | | | | |
| | PO520570 | | Launch Plan Subscription | 010-9590-0-5846-00-0000-2140-000000-009-0570 | | | | | 540.00 |
| | | | | | | | | Sub total: | 540.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|--|--|---------|-----------|--------|----------|---|
| 29 | 29054077 PO540179 | 05/28/2025 | THE TECH INTERACTIVE Saturday field trip for McKV | 010-0001-0-4310-00-1110-1000-000000-003-0214 | | | | | 2,415.00 Sub total: 2,415.00 |
| 29 | 29054078 PO540181 | 05/28/2025 | PARENT GUARDIAN 8434 Reimbursement | 010-6500-0-5803-00-5761-1110-000000-009-0350 | | | | | 27,260.00 Sub total: 27,260.00 |
| 29 | 29054079 PV500306 | 05/28/2025 | SUN LIFE FINANCIAL LIFE INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 | | | | | 814.10 Sub total: 814.10 |
| 29 | 29054080 PV500312 | 05/29/2025 | AMERICAN FIDELITY ASSURANCE CO OTHER INSURANCE | 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | | 722.51 Sub total: 722.51 |
| 29 | 29054081 PV500311 | 05/29/2025 | CALIFORNIA TEACHERS DUES | 010-0000-0-9945-00-0000-0000-000000-000-0000 | | | | | 30,921.08 Sub total: 30,921.08 |
| 29 | 29054082 PV500307 PV500309 PV500308 PV500308 PV500307 PV500309 | 05/29/2025 | COLONIAL LIFE LIFE INSURANCE LIFE INSURANCE LIFE INSURANCE OTHER INSURANCE OTHER INSURANCE OTHER INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | | 2,211.34 4,888.26 299.55 522.23 5,452.70 15,625.60 Sub total: 28,999.68 |
| 29 | 29054083 PV500310 PV500313 PV500310 | 05/29/2025 | STANDARD INSURANCE CO LIFE INSURANCE LIFE INSURANCE OTHER INSURANCE | 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000 010-0000-0-9944-00-0000-0000-000000-000-0000 | | | | | 793.05 2,918.94 4,320.45 Sub total: 8,032.44 |
| 29 | 29054084 PO510009 PO510175 PO510000 PO510058 PO510000 PO510182 PO510023 PO510062 PO510054 PO510064 PO510157 PO510157 PO510144 | 05/29/2025 | OFFICE DEPOT Misc office supplies Office supplies Classroom Supplies Office Depot Blanket PO 24-25 Classroom Supplies Open PO - School Supplies office and classroom supplies Open PO 2024-2025 Office Depot 2024-2025 ST OFFICE DEPOT CLASSROOM SUPPLIES SPED Mis Order SPED Mis Order Classroom/Office Supplies | 010-0000-0-4310-00-0000-2700-000000-009-0200 010-0000-0-4310-00-0000-7100-000000-009-0600 010-0000-0-4310-00-1110-1000-000000-002-0101 010-1100-0-4310-00-0000-2700-000000-014-0100 010-1100-0-4310-00-1110-1000-000000-002-0100 010-1100-0-4310-00-1110-1000-000000-004-0100 010-1100-0-4310-00-1110-1000-000000-005-0100 010-1100-0-4310-00-1110-1000-000000-011-0100 010-1100-0-4310-00-1110-1000-000000-015-0100 010-1100-0-4310-00-1110-1000-000000-016-0100 010-6500-0-4310-00-5761-1110-000000-009-0350 010-6500-0-4310-00-5761-1110-000000-009-0350 120-6105-0-4310-00-0001-1000-000000-009-0275 | | | | | 585.31 241.13 1,789.09 752.49 200.00 2,036.88 462.38 5.50 2,005.54 1,758.77 1,695.89 74.31 561.96 Sub total: 12,158.25 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|----------------|--|------------|---|--|---------|-----------|--------|----------|---|
| 29 | 98076181 PO520485 | 05/01/2025 | FLINN SCIENTIFIC INC Chemistry Materials Science | 010-9120-0-4310-00-1110-1000-000000-011-0120 | | | | | 1,131.01 Sub total: 1,131.01 |
| 29 | 98076182 PO510141 | 05/01/2025 | RAPTOR TECHNOLOGIES LLC Open PO for supplies | 010-9590-0-4401-00-1110-1000-000000-009-0570 | | | | | 2,324.47 Sub total: 2,324.47 |
| 29 | 98076225 PO510011 PO510011 PO510011 PO510011 PO510011 PO510011 PO510011 PO510011 PO510011 PO510011 | 05/02/2025 | NILES BIOLOGICAL INC. Live specimens etc for science Live specimens etc for science | 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-4310-00-1110-1000-000000-009-0205 010-6300-0-9512-00-0000-0000-000000-000-0000 010-6300-0-9512-00-0000-0000-000000-000-0000 010-6300-0-9512-00-0000-0000-000000-000-0000 | | | | | 96.53 8.81 177.75 16.22 127.61 11.64 8.81- 16.22- 11.64- Sub total: 401.89 |
| 29 | 98076226 PO510141 | 05/02/2025 | RAPTOR TECHNOLOGIES LLC Open PO for supplies | 010-9590-0-4401-00-1110-1000-000000-009-0570 | | | | | 43.65 Sub total: 43.65 |
| 29 | 98076369 PO530034 PO530034 | 05/08/2025 | TESTING ENGINEERS INC DSA INSPECTION PARK RESTROOM DSA INSPECTION PARK RESTROOM | 212-9703-0-6265-00-0000-8500-000000-003-0738 212-9703-0-6265-00-0000-8500-000000-016-0738 | | | | | 572.00 572.00 Sub total: 1,144.00 |
| 29 | 98076417 PO510145 | 05/09/2025 | LAKESHORE LEARNING PK Classroom Materials | 120-6105-0-4310-00-0001-1000-000000-009-0275 | | | | | 3,306.37 Sub total: 3,306.37 |
| 29 | 98076572 PO520514 | 05/15/2025 | RAPTOR TECHNOLOGIES LLC Raptor Visitor Badge Labels | 010-1100-0-4310-00-0000-2700-000000-008-0100 | | | | | 583.15 Sub total: 583.15 |
| 29 | 98076617 PO520485 | 05/16/2025 | FLINN SCIENTIFIC INC Chemistry Materials Science | 010-9120-0-4310-00-1110-1000-000000-011-0120 | | | | | 59.86 Sub total: 59.86 |
| 29 | 98076618 PO510088 | 05/16/2025 | FOSTER BROTHERS SECURITY Keys & Locks | 010-8150-0-4380-00-0000-8200-000000-009-0550 | | | | | 163.69 Sub total: 163.69 |
| 29 | 98076619 PO510084 PO510084 | 05/16/2025 | GRAINGER Parts & Supplies Parts & Supplies | 010-8150-0-4380-00-0000-8110-000000-009-0550 010-8150-0-4380-00-0000-8110-000000-009-0550 | | | | | 70.11 292.53 Sub total: 362.64 |
| 29 | 98076620 PO520512 | 05/16/2025 | KELLY SPICERS STORES Paper for CMS use | 010-1100-0-4310-00-1110-1000-000000-011-0100 | | | | | 436.50 Sub total: 436.50 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Fnd Resc Y | Objt SO | Goal Func | CstCtr | Ste Mngr | Expenditure |
|-------------------------------------|----------------------------------|------------|--|--|---------|-----------|--------|----------|---------------------------------------|
| 29 | 98076621 PO510011 | 05/16/2025 | NILES BIOLOGICAL INC. Live specimens etc for science | 010-6300-0-4310-00-1110-1000-000000-009-0205 | | | | | 175.88 Sub total: 175.88 |
| 29 | 98076723 PO520116 | 05/21/2025 | SCHOOL SERVICES OF CALIF INC Support + materials | 010-0000-0-5830-00-0000-7300-000000-009-0500 | | | | | 450.00 Sub total: 450.00 |
| 29 | 98076771 PO520552 | 05/22/2025 | BULK BOOKSTORE SED or English Learners | 010-0001-0-4310-00-1110-1000-000000-008-0214 | | | | | 2,797.42 Sub total: 2,797.42 |
| 29 | 98076772 PO510078 | 05/22/2025 | TAG AMS INC Physicals and Drug Testing | 010-0000-0-5876-00-0000-3600-000000-009-0560 | | | | | 155.00 Sub total: 155.00 |
| 29 | 98076773 PO510114 PO510114 | 05/22/2025 | VESTIS TOWEL & APRON SERVICE TOWEL & APRON SERVICE | 130-5310-0-5830-00-0000-3700-000000-009-0540 130-5310-0-5830-00-0000-3700-000000-009-0540 | | | | | 283.16 283.16 Sub total: 566.32 |
| Total Warrants Issued: | | | | | | | | | 4,029,283.07 |
| Total Warrants Canceled: | | | | | | | | | 45,288.78 |
| Total Warrants (Issued - Canceled): | | | | | | | | | 3,983,994.29 |

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 | EMPLOYEE NAME | GROSS | NTX-GR | O-TIME | OASDI-GR | OASDI | SDI-GR | FIT | STRS | PERS | DED | T | |
|-------------|---------------|------------|---------|---------|----------|----------|---------|-----|---------|---------|---------|----------|-------|
| DATE | PER | WARRANT/ST | FED TXB | FED IMP | CAR | MEDI-GR | MEDI | SIT | STRS-TS | PERS-TS | TSA | O | |
| PAID | END | | ST TXB | ST IMP | EIC | OASDI-ER | MEDI-ER | SB | CLC | STRS-ER | PERS-ER | GLI-8999 | NET T |

District Totals 29 MOUNTAIN VIEW WHISMAN SD

| | | | | | | | |
|--------------|--------------|-------------|------------|------------|-----------|------------|------------|
| GROSS | OVER-TIME | OASDI-GROSS | MEDI-GROSS | SDI-GROSS | FIT | STRS | PERS |
| 6328838.84 | 16253.15 | 1971442.28 | 6122011.20 | 1414343.38 | 640223.00 | 427167.75 | 139345.55 |
| TAX-GROSS-FD | IMP-GROSS-FD | OASDI | MEDI | SDI | SIT | STRS-TS | PERS-TS |
| 5328165.03 | 0.00 | 122229.47 | 88769.32 | 16972.18 | 255904.40 | 427167.75 | 139345.55 |
| NTX-GROSS | TSA | DED | CAR | SURV-BEN | EIC | GLI (8999) | NET |
| 208205.40 | 225955.11 | 633976.60 | 0.00 | 0.00 | 0.00 | 363.90 | 3778295.46 |
| TAX-GROSS-ST | IMP-GROSS-ST | OASDI-EMPR | MEDI-EMPR | STRS-EMPR | PERS-EMPR | | |
| 5328165.03 | 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: May 20, 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 \$ 1,759.75 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: 5/15/2025

PAYNAME: MID

PAY DATE: 05/20/2025 END DATE: 05/31/2025

Lock Enabled on Payname. By: A073 Date: 05/15 Time: 10:50

PAYROLL DATA YEAR: 2025
PAY NAME: MID

RUN TYPE: PRE-LIST

DATE PAID: 05/20/2025

CHECK SORT: REGULAR

CANCEL APD: YES
IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

| SCHEDULE | CYCLE | CLASS | TYPE | PERIOD END | PAYROLL# | LAST | PAID | WORKED | UC | PAY CODES |
|----------|-------|-------|------|------------|----------|------|------|--------|-----|----------------------|
| M10B06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 10 | 10 | NO | 01 02 11 12 |
| M10B07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 |
| M10BSP | MO | SUP | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 99 98 |
| M10R06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 10 | 10 | NO | 01 02 11 12 |
| M10R07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 |
| M10RSP | MO | SUP | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 99 98 |
| M11B07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 |
| M11B08 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |
| M11RSP | MO | SUP | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 99 98 |
| MIDREG | MO | REG | PAY | 05/31/2025 | 11 | NO | 12 | 12 | NO | 01 02 11 12 |
| MIDSUP | MO | SUP | PAY | 05/31/2025 | 11 | NO | 12 | 12 | YES | 01 02 11 12 99 98 05 |
| M11R07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

| | | | | | |
|--------------------|------|----------------------------------|---|--------------------------|--------|
| RECEIVING WARRANTS | 1 | GETTING PAID FIRST TIME | 0 | | |
| APD TO CU | 0 | TERMINATED GETTING PAID | 0 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CHECKING | 0 | 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 | 1 | | | | |

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|------------|-------------|--------|--------------|--------|------------------------|--------|-------------|------------|
| NML | 8,420.40 | NML | 0.00 | NML | 0.00 | NML | 0.00 | NML | 8,420.40 |
| ADJ | -6,754.12 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | -6,754.12 |
| | ----- | | ----- | | ----- | | ----- | | ----- |
| ADJ NML | 1,666.28* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 1,666.28* |
| DEGN | 49.47 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 49.47 |
| MISC | 44.00 | MISC | 0.00 | MISC | 0.00 | MISC | 0.00 | MISC | 44.00 |
| TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 0.00* |
| NON-NML | 93.47* | NON-NML | 0.00* | NON-NML | 0.00* | NON-NML | 0.00* | NON-NML | 93.47* |
| TOTAL | 1,759.75** | TOTAL | 0.00** | TOTAL | 0.00** | TOTAL | 0.00** | TOTAL | 1,759.75** |

TOTAL NUMBER HOURS WORKED: 0.00 TOTAL NUMBER DAYS WORKED: 0.00

| | | | | | | | | |
|-----------------|-----------------|---------------|---------------|---------------|---------------|---------------|----------|----------|
| GROSS | FED IMP | GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
| 1,759.75 | 0.00 | 0.00 | 0.00 | 0.00 | 179.58 | 1,580.17 | 0.00 | 0.00 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI | GROSS | DEF-MEDI |
| 14.75 | 0.00 | 0.00 | 0.00 | 1,759.75 | 25.52 | 0.00 | 0.00 | 0.00 |
| SURV-BEN | SDI | EIC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED | |
| 0.00 | 0.00 | 0.00 | 1,759.75 | 179.58 | 0.00 | 0.00 | 0.00 | |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | | |
| 1,539.90 | 0.00 | 6,754.12 | 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 | 1,580.17 | 0.00 | 179.58 | 0.00 | 0.00 | 0.00 | 0.00 | |
| STRS/SUBJ (C) | STRS/SUBJ (P) | STRS/SUBJ (O) | PERS/SUBJ (C) | PERS/SUBJ (P) | PERS/SUBJ (O) | STRS/SUBJ DBS | STRS DBS | |
| 0.00 | 1,759.75 | 0.00 | 0.00 | 0.00 | 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

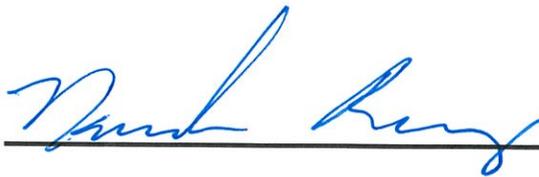
Payroll Name: Tenth of Month End of Month Manual

Payroll Issue Date: May 9, 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 \$ 7,050.48 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: 5/5/2025

PAYNAME: TENTH

PAY DATE: 05/09/2025 END DATE: 04/30/2025

Lock Enabled on Payname. By: A708 Date: 05/05 Time: 14:17

PAYROLL DATA YEAR: 2025

PAY NAME: TENTH

RUN TYPE: PRE-LIST

DATE PAID: 05/09/2025

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 | 04/30/2025 | 10 | NO | 12 | 12 | NO | 01 02 11 12 05 |
| TENSUP | MO | SUP | PAY | 04/30/2025 | 10 | NO | 12 | 12 | NO | 01 02 11 12 05 98 99 |
| T11R07 | AN | REG | PAY | 04/30/2025 | 10 | NO | 11 | 11 | NO | 01 02 11 12 |
| T10B06 | MO | REG | PAY | 04/30/2025 | 10 | NO | 10 | 10 | NO | 01 02 11 12 98 99 |
| T10R06 | MO | REG | PAY | 04/30/2025 | 10 | NO | 10 | 10 | NO | 01 02 11 12 |
| T10SUP | MO | SUP | PAY | 04/30/2025 | 10 | NO | 10 | 10 | NO | 01 02 11 12 98 99 |
| T11B07 | MO | REG | PAY | 04/30/2025 | 10 | NO | 11 | 11 | NO | 01 02 11 12 98 99 |
| T10B07 | MO | REG | PAY | 04/30/2025 | 10 | NO | 10 | 10 | NO | 01 02 11 12 98 99 |
| T10R07 | MO | REG | PAY | 04/30/2025 | 10 | NO | 10 | 10 | NO | 01 02 11 12 98 99 |

PAYNAME: TENTH

DISTRICT TOTALS

PAY DATE: 05/09/2025 END DATE: 04/30/2025

Lock Enabled on Payname. By: A708 Date: 05/05 Time: 14:17

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

| | | | | | |
|--------------------|-------|----------------------------------|---|--------------------------|--------|
| RECEIVING WARRANTS | 0 | GETTING PAID FIRST TIME | 0 | | |
| APD TO CU | 0 | TERMINATED GETTING PAID | 0 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CHECKING | 7 | 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 | 7 | | | | |

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|------------|-------------|--------|--------------|----------|------------------------|----------|-------------|------------|
| NML | 0.00 | NML | 0.00 | NML | 0.00 | NML | 0.00 | NML | 0.00 |
| ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 |
| ----- | | ----- | | ----- | | ----- | | ----- | |
| ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* |
| ARR | 4,050.00 | ARR | 0.00 | ARR | 185.34 | ARR | 185.34 | ARR | 4,235.34 |
| MISC | 2,700.00 | MISC | 0.00 | MISC | 0.00 | MISC | 0.00 | MISC | 2,700.00 |
| OT | 0.00 | OT | 0.00 | OT | 115.14 | OT | 115.14 | OT | 115.14 |
| TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 115.14* | TOTAL OT | 115.14* | TOTAL OT | 115.14* |
| NON-NML | 6,750.00* | NON-NML | 0.00* | NON-NML | 300.48* | NON-NML | 300.48* | NON-NML | 7,050.48* |
| TOTAL | 6,750.00** | TOTAL | 0.00** | TOTAL | 300.48** | TOTAL | 300.48** | TOTAL | 7,050.48** |

TOTAL NUMBER HOURS WORKED: 13.50 TOTAL NUMBER DAYS WORKED: 0.00

| | | | | | | | | |
|-----------------|-----------------|---------------|---------------|---------------|---------------|----------------|----------|------|
| GROSS | FED IMP | GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
| 7,050.48 | | 0.00 | 0.00 | 0.00 | 607.74 | 6,442.74 | 108.82 | 0.00 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI GROSS | DEF-MEDI | |
| 14.90 | 0.00 | 300.48 | 18.63 | 7,050.48 | 102.24 | 0.00 | 0.00 | |
| SURV-BEN | SDI | EIC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED | |
| 0.00 | 3.61 | 0.00 | 6,750.00 | 592.92 | 185.34 | 14.82 | 0.00 | |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | | |
| 6,194.54 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| STATE IMP GROSS | STATE TAX GROSS | STRS (C) | STRS (P) | STRS (O) | PERS (C) | PERS (P) | PERS (O) | |
| 0.00 | 6,442.74 | 348.00 | 244.92 | 0.00 | 0.00 | 14.82 | 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 | |
| 4,350.00 | 2,400.00 | 0.00 | 0.00 | 185.34 | 0.00 | 4,350.00 | 348.00 | |

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

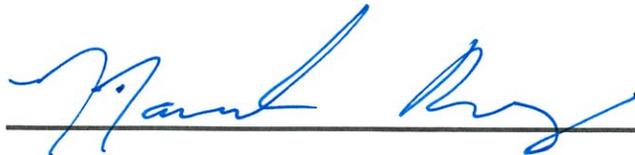
Payroll Name: Tenth of Month End of Month Manual

Payroll Issue Date: May 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 \$ 6,320,028.61 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: 5/22/2025

PAYNAME: EOM

PAY DATE: 05/30/2025 END DATE: 05/31/2025

Lock Enabled on Payname. By: A708 Date: 05/22 Time: 15:01

PAYROLL DATA YEAR: 2025

PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 05/30/2025

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 | 05/31/2025 | 11 | NO | 12 | 12 | NO | 01 02 11 12 05 |
| EOMSUP | MO | SUP | PAY | 05/31/2025 | 11 | NO | 12 | 12 | NO | 01 02 11 12 99 98 |
| E10B06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 10 | 10 | NO | 01 02 11 12 |
| E10B07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 |
| E11B06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 11 | 11 | NO | 01 02 11 12 |
| E11B07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |
| E11B08 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |
| E10R06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 10 | 10 | NO | 01 02 11 12 |
| E10R07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 |
| E11R06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 11 | 11 | NO | 01 02 11 |
| E11R07 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |
| E11R08 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 |
| E10NB7 | MO | REG | PAY | 05/31/2025 | 11 | NO | 10 | 10 | NO | 01 02 11 12 |
| E11NB7 | MO | REG | PAY | 05/31/2025 | 11 | NO | 11 | 11 | NO | 01 02 11 12 05 |
| E09R06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 09 | 09 | NO | 01 02 11 12 |
| E09B06 | MO | REG | PAY | 05/31/2025 | 11 | YES | 09 | 09 | NO | 01 02 11 12 |
| E10NB6 | MO | REG | PAY | 05/31/2025 | 11 | YES | 10 | 10 | NO | 01 02 11 12 |

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 05/30/2025 END DATE: 05/31/2025

Lock Enabled on Payname. By: A708 Date: 05/22 Time: 15:01

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

| | | | | | |
|--------------------|-----|----------------------------------|----|--------------------------|--------|
| RECEIVING WARRANTS | 71 | GETTING PAID FIRST TIME | 11 | | |
| APD TO CU | 0 | TERMINATED GETTING PAID | 2 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CHECKING | 693 | STARTING APD CHECKING NEXT MONTH | 11 | RET SYSTEM 2/4 OPTION: X | %7.000 |
| APD TO SAVINGS | 12 | 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 | 6,088,124.53 | NML | 12,342.40 | NML | 0.00 | NML | 12,342.40 | NML | 6,100,466.93 |
| ADJ | -195,335.61 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | -195,335.61 |
| ----- | | ----- | | ----- | | ----- | | ----- | |
| ADJ NML | 5,892,788.92* | ADJ NML | 12,342.40* | ADJ NML | 0.00* | ADJ NML | 12,342.40* | ADJ NML | 5,905,131.32* |
| | | | | | | | | | |
| MISC | 68,382.22 | MISC | 0.00 | MISC | 0.00 | MISC | 0.00 | MISC | 68,382.22 |
| HR | 0.00 | HR | 0.00 | HR | 85,025.00 | HR | 85,025.00 | HR | 85,025.00 |
| SUB | 0.00 | SUB | 66,430.00 | SUB | 6,662.50 | SUB | 73,092.50 | SUB | 73,092.50 |
| ARR | 2,872.42 | ARR | 0.00 | ARR | 25,991.15 | ARR | 25,991.15 | ARR | 28,863.57 |
| 1522 | 0.00 | 1522 | 500.00 | 1522 | 259.80 | 1522 | 759.80 | 1522 | 759.80 |
| DEGN | 71,748.19 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 71,748.19 |
| TIC | 6,599.99 | TIC | 0.00 | TIC | 0.00 | TIC | 0.00 | TIC | 6,599.99 |
| CREN | 9,179.05 | CREN | 0.00 | CREN | 0.00 | CREN | 0.00 | CREN | 9,179.05 |
| LOGN | 14,336.25 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 14,336.25 |
| 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 | 3,895.00 | CELL | 0.00 | CELL | 0.00 | CELL | 0.00 | CELL | 3,895.00 |
| EDIN | 2,122.46 | EDIN | 0.00 | EDIN | 0.00 | EDIN | 0.00 | EDIN | 2,122.46 |
| TRV | 1,825.00 | TRV | 0.00 | TRV | 0.00 | TRV | 0.00 | TRV | 1,825.00 |
| CCH | 16,650.00 | CCH | 0.00 | CCH | 0.00 | CCH | 0.00 | CCH | 16,650.00 |
| SPC | 7,495.88 | SPC | 0.00 | SPC | 0.00 | SPC | 0.00 | SPC | 7,495.88 |
| EDI | 50.00 | EDI | 0.00 | EDI | 0.00 | EDI | 0.00 | EDI | 50.00 |
| NTX | 6,893.00 | NTX | 0.00 | NTX | 0.00 | NTX | 0.00 | NTX | 6,893.00 |
| DCKN | -6,476.60 | DCKN | 0.00 | DCKN | 0.00 | DCKN | 0.00 | DCKN | -6,476.60 |
| BNUS | 3,333.34 | BNUS | 0.00 | BNUS | 0.00 | BNUS | 0.00 | BNUS | 3,333.34 |

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 05/30/2025 END DATE: 05/31/2025

Lock Enabled on Payname. By: A708 Date: 05/22 Time: 15:01

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 | 16,138.01 | OT | 16,138.01 | OT | 16,138.01 |
| TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 16,138.01* | TOTAL OT | 16,138.01* | TOTAL OT | 16,138.01* |
| NON-NML | 213,890.83* | NON-NML | 66,930.00* | NON-NML | 134,076.46* | NON-NML | 201,006.46* | NON-NML | 414,897.29* |
| TOTAL | 6,106,679.75** | TOTAL | 79,272.40** | TOTAL | 134,076.46** | TOTAL | 213,348.86** | TOTAL | 6,320,028.61** |

TOTAL NUMBER HOURS WORKED: 3769.75 TOTAL NUMBER DAYS WORKED: 258.00

| | | | | | | | |
|-----------------|-----------------|---------------|---------------|---------------|---------------|----------------|------------|
| GROSS | FED IMP GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
| 6,320,028.61 | 0.00 | 208,205.40 | 225,955.11 | 565,725.98 | 5,320,142.12 | 610,349.59 | 29,764.59 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI GROSS | DEF-MEDI |
| 249,915.55 | 5,959.20 | 1,971,141.80 | 122,210.84 | 6,113,200.97 | 88,641.56 | 0.00 | 0.00 |
| SURV-BEN | SDI | EIC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED |
| 0.00 | 16,968.57 | 0.00 | 4,171,726.03 | 426,395.25 | 1,812,549.92 | 139,330.73 | 634,097.31 |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | |
| 3,770,440.31 | 4,989.11 | 207,927.16 | 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 | 5,320,142.12 | 216,287.46 | 210,107.79 | 0.00 | 39,712.58 | 99,618.15 | 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 |
| 2,112,851.26 | 2,058,874.77 | 0.00 | 567,322.34 | 1,245,227.58 | 0.00 | 12,457.01 | 996.56 |

Board PO report

05/21/2025 - 06/05/2025

Report title: Board PO report

Date printed range: 05/21/2025 - 06/05/2025

Sort by: PO #

PO type: BD BL PO

Board PO report

05/21/2025 - 06/05/2025

| PO Num | Order Date | Vendor Name | Order Description | Encumbered |
|---------------------------------|------------|--|-------------------------------|------------|
| | | Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr | | |
| BL510314 | 05/27/2025 | ENVIRONMENTAL SYSTEMS INC | HVAC repair/maintenance | 30,000.00 |
| | | 010-8150-0-5608-00-0000-8110-000000-009-0550 | 30,000.00 | |
| BL510315 | 05/27/2025 | SAN FRANCISCO ELEVATOR | Elevator maintenance, repair | 50,000.00 |
| | | 010-8150-0-5670-00-0000-8200-000000-009-0550 | 50,000.00 | |
| BL510316 | 05/27/2025 | KILLROY PEST CONTROL INC | Pest Management Service | 5,000.00 |
| | | 010-8150-0-5830-00-0000-8110-000000-009-0550 | 5,000.00 | |
| BL510317 | 05/27/2025 | BUSLOOP | Field Trip Transportation RFP | 10,000.00 |
| | | 010-0000-0-5805-00-1110-1000-000000-009-0561 | 10,000.00 | |
| PO520572 | 05/27/2025 | OPEN MIND SCHOOL | SPED student Tuition/Services | 31,251.00 |
| | | 010-6500-0-5803-00-5761-1110-000000-009-0350 | 31,251.00 | |
| PO520574 | 05/27/2025 | AVALON TRANSPORTATION LLC | Fieldtrip Columbia State Park | 6,108.82 |
| | | 010-0000-0-5805-00-1110-1000-000000-004-0102 | 6,108.82 | |
| PO520575 | 05/27/2025 | EMPOWERED PSYCHOLOGICAL | IEE Assessment | 8,000.00 |
| | | 010-6500-0-5830-00-5761-1110-000000-009-0350 | 8,000.00 | |
| PO520576 | 06/05/2025 | THE MASTER TEACHER | EMPLOYEE RECOGNITION PINS | 562.71 |
| | | 010-0000-0-4310-00-0000-7400-000000-009-0400 | 562.71 | |
| PO520577 | 06/05/2025 | ENABLING DEVICES | Student LI Order/Device | 146.66 |
| | | 010-6500-0-4310-00-5767-1110-000000-009-0350 | 146.66 | |
| PO520578 | 06/05/2025 | ABLENET INC | Student LI Order/Device | 851.18 |
| | | 010-6500-0-4310-00-5767-1110-000000-009-0350 | 851.18 | |
| BD530048 | 05/22/2025 | B & H PHOTO | CRITTENDEN LAB ORDER REVISED | 756.16 |
| | | 212-9703-0-4310-00-0000-8500-000000-011-0772 | 756.16 | |
| BD530049 | 05/27/2025 | GREYSTONE WEST COMPANY | CM/PM SVCS - ROOFING PHASE 1 | 349,902.00 |
| | | 212-9703-0-6227-00-0000-8500-000000-002-0716 | 87,475.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-004-0716 | 87,475.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-005-0716 | 87,475.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-011-0716 | 87,477.00 | |
| BD530050 | 05/27/2025 | GREYSTONE WEST COMPANY | CM/PM SVCS - BOTTLE FILLERS | 15,283.00 |
| | | 212-9703-0-6227-00-0000-8500-000000-006-0740 | 2,183.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-007-0740 | 2,183.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-008-0740 | 2,183.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-011-0740 | 2,185.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-014-0740 | 2,183.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-015-0740 | 2,183.00 | |
| | | 212-9703-0-6227-00-0000-8500-000000-016-0740 | 2,183.00 | |
| Total of Purchase Orders Issued | | | 507,861.53 | |

PO Change Orders Report -- Meeting of Board of Trustees June 12, 2025

| Vendor Name | Purchase Order (PO) # | PO Previous Total | PO Change Amount | PO New Total | Reason for Change Order | Department Head Approval | Date Entered |
|-------------------------------|-----------------------|-------------------|------------------|--------------|---|--------------------------|------------------------|
| E3 Diagnostics | 520511 | \$1,225.00 | \$134.00 | \$1,359.00 | Technician repaired 2 machines during calibration process | Tara Vikjord | 5/21/25 |
| Amazon Capital Services | 510139 | \$7,000.00 | \$4,950.00 | \$11,950.00 | Additional funds needed for end of school year supplies | Margaret Poor | 5/22/25 |
| Playworks Education Energized | 510258 | \$32,000.00 | n/a | | Remove original funding from program 130 and pay for current invoice from program 100 | Pieter Dolmans | 5/28/25 |
| Kelly Spicer Inc | 520512 | \$444.00 | \$444.00 | \$888.00 | Requesting additional fund for copy paper at Crittenden | Julie Thompson | 5/28/25 |
| Varsity Yearbook | 520056 | \$11,768.04 | \$441.30 | \$12,209.34 | Yearbook coordinator requests 15 additional copies of yearbook at Crittenden | Julie Thompson | 5/28/25 |
| Xerox Corporation | 510118 | \$3,200.00 | \$1,200.00 | \$4,400.00 | Requesting additional funds for remainder of school year, at Castro | Acantha Ellard | 5/28/25 |
| Demco | 520469 | \$1,525.52 | \$163.70 | \$1,689.22 | Special shipping required for oversized paper roll, at Stevenson | Megan Pohlman | 5/28/25 |
| Sysco San Francisco Inc. | 510135 | \$450,000.00 | \$50,000.00 | \$500,000.00 | Child Nutrition requests additional funds | Deborah Austin | Pending Board Approval |
| CDW-Government | 510150 | \$80,000.00 | \$16,000.00 | \$96,000.00 | Additional funds for renewals of Securly (filtering & classroom usage support and Vimeo (communication support) | Jon Aker | Pending Board Approval |
| Office Depot | 510175 | \$2,500.00 | \$700.00 | \$3,200.00 | To pay existing invoice and additional toner supplies | Jeffrey Baier | 6/5/25 |
| Xerox Corporation | 510118 | \$3,300.00 | \$1,500.00 | \$4,800.00 | Additional funds needed for SPED to cover copies until end of school year | Frank Selvaggio | Pending Board Approval |
| Xerox Corporation | 510118 | \$9,500.00 | \$1,000.00 | \$10,500.00 | Graham requesting additional funds to complete school year | Sebastian Benavidez | Pending Board Approval |
| Pacific Office Automation | 510017 | \$4,000.00 | -\$1,000.00 | \$3,000.00 | Requested reduction of PO to use funds for Xerox | Sebastian Benavidez | 6/5/25 |

Board PO report

05/21/2025 - 07/01/2025

Report title: Board PO report

Date printed range: 05/21/2025 - 07/01/2025

Sort by: PO #

PO type: BD BL PO

Board PO report

05/21/2025 - 07/01/2025

| PO Num | Order Date | Vendor Name | Order Description | Encumbered |
|---------------------------------|------------|--|---|------------|
| | | Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr | | |
| BL610008 | 05/27/2025 | OFFICE DEPOT | FY 25 -26 Classroom Supplies 010-1100-0-4310-00-1110-1000-000000-002-0100 8,000.00 | 8,000.00 |
| BL610009 | 05/27/2025 | AMAZON CAPITAL SERVICES | FY25-26 Amazon Clssrm Supplies 010-1100-0-4310-00-1110-1000-000000-002-0100 6,000.00 | 6,000.00 |
| BL610010 | 05/27/2025 | AMAZON CAPITAL SERVICES | Amazon 120 for 25-26 school yr 010-9120-0-4310-00-1110-1000-000000-014-0120 20,000.00 | 20,000.00 |
| BL610011 | 05/27/2025 | OFFICE DEPOT | Office Depot supplies 25-26 010-1100-0-4310-00-1110-1000-000000-014-0100 20,000.00 | 20,000.00 |
| BL610012 | 05/27/2025 | AMAZON CAPITAL SERVICES | Supplies for FY 25/26 010-1100-0-4310-00-1110-1000-000000-006-0100 20,000.00 | 20,000.00 |
| BL610013 | 05/27/2025 | AMAZON CAPITAL SERVICES | 2025-2026 School Year 010-1100-0-4310-00-0000-2700-000000-007-0100 1,200.00 010-1100-0-4310-00-1110-1000-000000-007-0100 4,800.00 | 6,000.00 |
| BL610014 | 05/27/2025 | OFFICE DEPOT | 2025-2026 School Year 010-1100-0-4310-00-0000-2700-000000-007-0100 6,000.00 010-1100-0-4310-00-1110-1000-000000-007-0100 1,500.00 | 7,500.00 |
| BL610015 | 05/27/2025 | AMAZON CAPITAL SERVICES | 2025 - 2026 Blanket Amazon PO 010-1100-0-4310-00-0000-2700-000000-003-0100 2,000.00 010-1100-0-4310-00-1110-1000-000000-003-0100 6,000.00 | 8,000.00 |
| PO620003 | 05/27/2025 | HULA NETWORKS INC | Switch Project 010-9590-0-6410-00-0000-7700-000000-009-0571 754,815.23 | 754,815.23 |
| PO620004 | 05/27/2025 | NEWSELA INC | Online ELA subscription Rnwl 010-1100-0-5846-00-1110-1000-000000-014-0100 5,643.00 | 5,643.00 |
| PO620005 | 05/27/2025 | SCI CONSULTING GROUP | PARCEL TAX LEVY ADMIN 010-0000-0-5825-00-0000-7300-000000-009-0500 22,600.00 | 22,600.00 |
| PO620006 | 05/27/2025 | ZEARN INC | Zearn Math School Acct Renewal 010-9590-0-5846-00-0000-2420-000000-009-0580 24,553.13 | 24,553.13 |
| Total of Purchase Orders Issued | | | 903,111.36 | |

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Middle School World Language Spanish Elective - Curriculum Adoption

Estimated Time:

Person Responsible:

Swati Dagar - Interim Director of Administrative Services

Cathy Baur - Associate Superintendent - Ed Services

Tara Vikjord - Chief Human Relations Officer

Background:

At the May 29, 2025 Board of Trustees meeting, staff brought forward the recommendation that *Descubre ©2022 Lengua y cultura del mundo hispánico* be adopted as the official middle school Spanish elective curriculum.

Fiscal Implication:

Approximately \$10,000 for the cost of the additional Spanish teacher and student materials at Graham Middle School. We also account for the cost of any replenishment of lost or damaged materials.

Recommended Action:

Staff is seeking approval that the Board of Trustees officially adopt *Descubre ©2022 Lengua y cultura del mundo hispánico* as the official middle school Spanish elective curriculum.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Middle School Spanish Elective Curriculum Adoption- Descubre- June 2025 | Backup Material | 6/5/2025 |
| Middle School World Language Board Presentation - May 2025 | Backup Material | 6/5/2025 |

Mountain View Whisman School District

Agenda Item for Board Meeting of June 12, 2025

Agenda Category: Consent Agenda

Agenda Item Title: Middle School Spanish Elective Curriculum Adoption: Descubre

Person Responsible: Swati Dagar - Interim Director of Administrative Services

Cathy Baur - Associate Superintendent, Ed Services

Tara Vikjord - Chief Human Relations Officer

Background: As a part of the World Languages update to the Board of Trustees on May 29, 2025, staff recommended that the Board formally adopt Descubre as its Spanish Language Curriculum. The presentation is attached as background material.

Currently, both our middle schools offer multiple levels of Spanish instruction as a part of the elective offerings. Students that take two years of Spanish at the middle school level can opt to take Spanish 2 or 2 H at the high school level. Students that are graduates of the Gabriela Mistral Dual Immersion program can continue their biliteracy education and take Spanish elective courses at the middle school and/or the History/Social Studies core class in Spanish and then, take Spanish 3H at the high school level.

Mountain View Los Altos High School district uses Descubre as their Spanish language curriculum. In 2013-14, MVWSD also purchased Descubre for the middle school Spanish elective course curriculum to ensure alignment and consistency for students. Our district relied on the expertise of the high school district to select its Spanish curriculum with input from the District's Spanish teacher although it did not formally adopt the program. Guidance by the Santa Clara County Office of Education for smaller curriculum adoptions such as world language courses, which only impact a few teachers, is that the district can determine the process and rationale as long as there is teacher involvement which was the case in 2013-14.

Descubre is a comprehensive Spanish-as-a-world-language curriculum designed to address today's dynamic language learning environment. The program immerses students in authentic Spanish language and culture experiences through text, video, audio, and online learning. It uses a context-based approach to language proficiency, provides a cultural focus on products, practices, and perspectives, and is aligned to standards.

As students move from our middle schools and take Spanish courses (or other world language courses) at the high school, it is important that there is seamless transition towards establishing a biliteracy pathway. By using the same curriculum we can help build the world language foundation for our students that continues to be strengthened as students enroll in higher levels of language study at the high school level. Additionally, because curriculum for any new

language must be adopted the year prior to implementation and available to students within the first 20 days of school, alignment with the high school and hiring early is necessary.

At the May 29, 2025 Board of Trustees meeting, staff brought forward the recommendation that Descubre be adopted as the official middle school Spanish elective curriculum to be in compliance with Williams monitoring expectations.

Fiscal Implication: Approximately \$10,000 for the cost of the additional Spanish teacher and student materials at Graham Middle School. We also account for the cost of any replenishment of lost or damaged materials.

Recommended Action: That the Board of Trustees adopt *Descubre ©2022 Lengua y cultura del mundo hispánico* as the official middle school Spanish elective curriculum.



Mountain View
Whisman
School District

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



Mountain View
Whisman
School District

Background

Background

- Request from parents 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



Mountain View
Whisman
School District

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 Sections |
|-------------------|-------------------|-------------------|-------------------|--------------|---|
| 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 Sections |
| 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 |
|-------------|------------|------------|------------|-------|
| 7th 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 Sections |
|-------------------|-------------------|-------------------|-------------------|--------------|--|
| 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 Sections |
| 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



Mountain View
Whisman
School District

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



Mountain View
Whisman
School District

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 2025-26 to know which world language they are most interested in

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: CSBA Annual Education Conference and Trade Show

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

This conference is CSBA's premier continuing education program, offering professional development and networking opportunities. It provides an opportunity to learn practical solutions to help governance teams from districts and county offices improve student learning.

Board Bylaw 9240 Board Development states: All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardmanship skills and build knowledge related to key education issues.

Attendees are: Jeffrey Baier, Devon Conley, Charles DiFazio, Lisa Henry, William Lambert, Ana Reed. The conference will take place this year in Sacramento, CA from December 2-5, 2025.

Registration will open June 10, 2025; cost is an approximation.

Fiscal Implication:

Approximately \$2,659 each for trustees DiFazio, Henry, Lambert, and Reed.
Approximately \$1,259.00 for trustee Conley.

Recommended Action:

It is recommended that the Board of Trustees approve the travel to the CSBA Annual Conference and Trade Show in Sacramento, CA, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Board Bylaws 9240 Board Development | Backup Material | 6/5/2025 |
| CSBA Annual Conference and Tradeshow | Backup Material | 6/5/2025 |
| Hotel Information | Backup Material | 6/5/2025 |
| Map | Backup Material | 6/5/2025 |
| Parking | Backup Material | 6/5/2025 |
| Jeffrey Baier Conference Workshop Request Form | Backup Material | 6/5/2025 |
| Devon Conley Conference Workshop Request Form | Backup Material | 6/5/2025 |
| Charles DiiFazio Conference Workshop Request Form | Backup Material | 6/5/2025 |

Lisa Henry Conference Workshop Request Form
William Lambert Conference Workshop Request Form
Ana Reed Conference Workshop Request Form

Backup Material
Backup Material
Backup Material

6/5/2025
6/5/2025
6/5/2025

BOARD DEVELOPMENT

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardmanship skills.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

Unless a Board member's term expires before January 1, 2026, each member shall complete ethics training per Government Code 53244-53235.2 by January 1, 2026, and at least once every two years thereafter. (Government Code 53235)

Once completed, the Board member shall inform the Board president and Superintendent, who shall ensure that records are retained for each Board member's participation in the required ethics training.

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

(cf. 9320 - Orientation)

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated.

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

(cf. 9320 - Meetings and Notices)

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Legal Reference:

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting

Join us in Sacramento

Wednesday, Dec. 3 - Friday, Dec. 5

AEC is CSBA's premier continuing education program. Whether you are a veteran board member, a superintendent, a board support professional or a first-time attendee, you'll come away from conference with practical ideas and a renewed commitment to help your board accomplish the critical work ahead.

Why attend

Your students are counting on you. Find insights and solutions that will help you raise student achievement with more than 100 focused sessions.

Partner with education experts. Meet our business partners and discover new products and services to help you effectively lead your schools.

Get the latest education trends and issues. Receive guidance on the issues your local education agency is facing.

You can't afford not to attend. Partner directly with leaders in the education arena and collaborate with your peers in this one of a kind event.

2025 Annual Education Conference a...





Breakout sessions

Sessions hosted by your colleagues



Trade Show Floor

Interact with vendors and learn more about CSBA



Pre-conference Activities

Specialized content to prepare you for your roles



Networking

Engage with fellow education experts



SAFE Credit Union Convention Center

For those who choose to attend, all of our main events, including General Sessions, workshops and pre-conference activities, will take place in the SAFE Credit Union Convention Center located in Sacramento.



Dr. Laurie Santos

First General Session

Laurie Santos: Former

> **Read more**

Dr. Cori Lathan

Second General Session

> **Read more**

Sam Stanton

Third General Session

Sam Stanton: Founder,

> **Read more**

Robbie Sawyer

Third General Session

Robbie Sawyer: Chief of

> **Read more**

Conference Strands

Empowering Students in a Digital World

Fostering Strong Community Partnerships

Holistic Health, Safety and Wellness

Pathways to College, Career and Beyond

Strategic Governance for Student Success

Strategies for Financial Resilience

Contact

California School Boards Association

Association Education Department

3251 Beacon Boulevard, West Sacramento, CA 95691

(800) 266-3382 | FAX: (916) 371-3407

Future Dates

2026 AEC: Dec. 3-5 | San Diego, CA

2027 AEC: Dec. 1-3 | Sacramento, CA

2028 AEC: Nov. 30–Dec. 2 | Anaheim, CA

Please ensure you review the **2025 CCSA Annual Workshop Registration and Cancellation Related Matters** before completing your registration.

In addition to program registration, attendees can also book hotel accommodation through the AEC website. Hotel rooms are available on a first-come, first-served basis, so early registration is encouraged to secure your accommodation.

Hotel Information:

A block of rooms for CCSA members is available at the Sheraton Grand Sacramento Hotel for a limited time, beginning Tuesday, June 10 at 8 a.m. (PDT) through Tuesday, July 15 at 3 p.m. (PDT) or until sold out. It is essential to make your reservation early, as once the block is full, we cannot guarantee the rate or availability at this hotel.

- **Room Rate:** \$249 per night, plus applicable taxes and fees.
- **Booking:** Reservations can be made via CSBA's housing bureau through Maritz online. Alternatively, you can call Maritz at (864) 641-6838 for assistance with booking nearby hotels. CCSA members are not required to stay at the Sheraton Grand Sacramento Hotel. Alternative hotels are available at discounted rates through the AEC block.

Important Notes:

- *In-person attendees will be required to agree to a release of liability as part of their registration.*
- **Registration for the CCSA Annual Workshop does not include access to CSBA AEC-related events.**

EARLY/REGULAR REGISTRATION FEES (valid June 10 – Nov. 10)

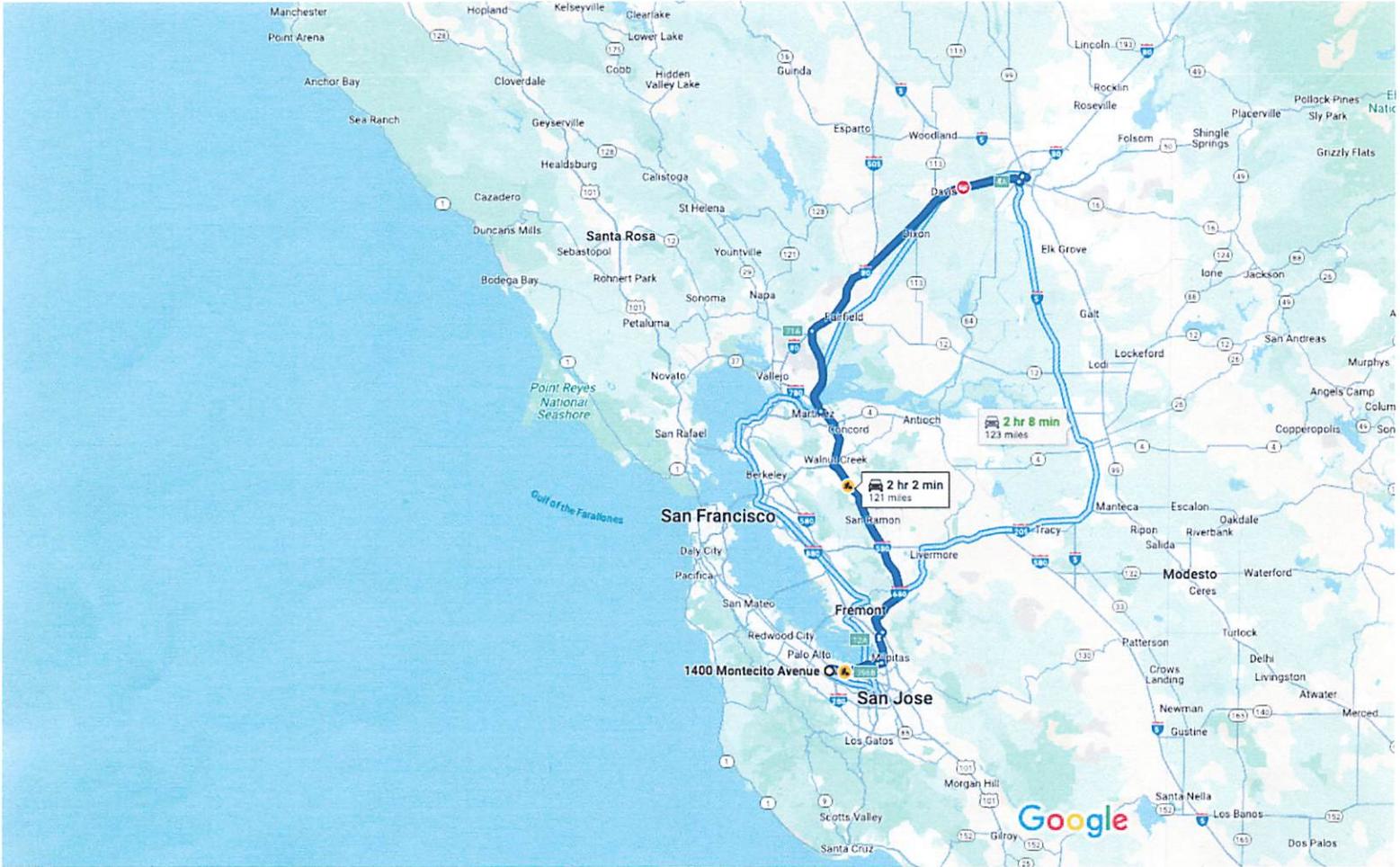
CCSA Members (choose Thursday or Friday) – \$375

CCSA Members (both days) – \$600



1400 Montecito Ave, Mountain View, CA 94043 to Sheraton Grand Sacramento Hotel, 1230 J St, Sacramento, CA 95814

Drive 121 miles, 2 hr 2 min



Map data ©2025 Google 10 mi

via I-680 N and I-80 E **2 hr 2 min**
Fastest route, the usual traffic 121 miles
 This route has tolls.

via I-5 N **2 hr 8 min**
123 miles

10:30 AM—2:33 PM **4 hr 3 min**
 > Local Weekday > CC > 38
30

Explore nearby Sheraton Grand Sacramento Hotel



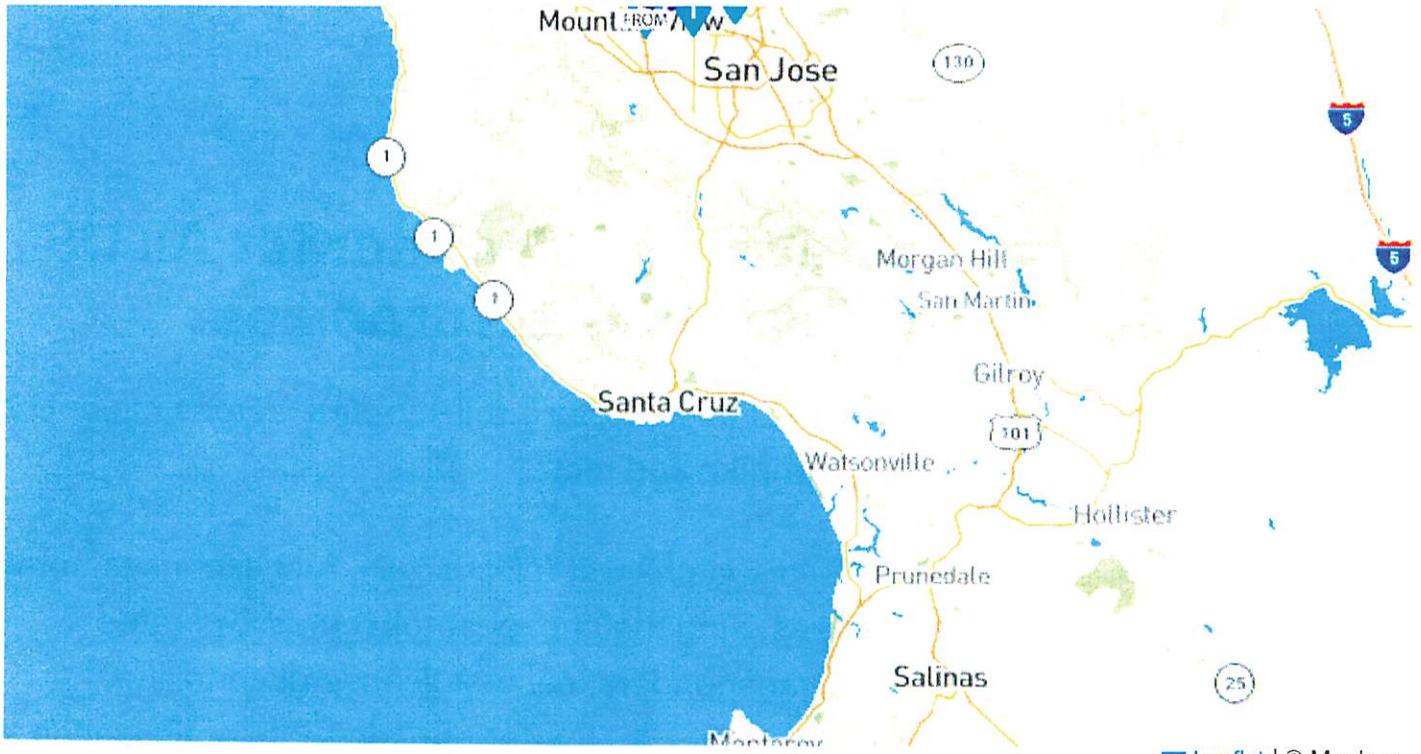
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Hotels

Gas
stations

Parking
Lots

More



Leaflet | © Mapbox

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 Toll plaza accepting Cash
 Via points
 EV charging point

ⓘ \$7.70 more than the **Cheapest** route
ⓘ Route: **I-80**
ⓘ Gas: **\$14.22**, Duration: **1 h 58 min**, Distance: **120 mi**
ⓘ Optional express lanes: **\$21.70 (estimate)**, Minimum: **\$10.15**, Maximum: **\$33.25**

| Tolls | Fuel (Gas) | Total |
|----------|------------|---------|
| \$8.00 ✓ | \$14.22 | \$22.22 |

[Click here to check toll details](#)

Features

- ✓ Payment Options: Calculate toll costs for cash, E-ZPass, I-Pass, TxTag & more.



Accurate Toll Cost & Fuel Calculator for All US Highways, Toll Roads & Turnpikes

Calculate tolls and gas costs with E-ZPass, I-Pass & toll-by-plate across major US turnpikes like PA Turnpike, Ohio Turnpike and more.

Planning a road trip, a delivery or a dispatch? Get toll charges, fuel expenses, total travel costs, state miles and toll miles. Find the cheapest toll routes and rates whether paying with E-ZPass, toll transponders, cash or license plate tolling across the United States. Fleets? [View our fleet pricing](#) for pre-trip route optimization, on-trip and post-trip toll and route information.

Enter start point, destination, vehicle type and payment method. Toll calculator provides a toll breakdown, total toll costs, fuel estimates and rates for each toll road - including cash rates, E-ZPass discounts, pay-by-plate tolls and more.

1400 Montecito Ave, Mountain View, CA 94043, United States

1230 J St, Sacramento, CA 95814-2907, United States

Car, SUV or Pickup truck 

Top rated

Results for Sacramento, CA · Choose area ⋮

◆ AI Overview

Hotel parking rates in Sacramento can vary depending on the hotel, parking type (self or valet), and duration. Self-parking can range from around \$28 per day to flat rates like \$15 for certain timeframes. Valet parking can be more expensive, with some hotels charging \$50 per day. Additionally, some hotels offer hourly rates, such as \$10 per hour with a maximum of \$50. ↗

Here's a more detailed look at the rates and types of parking:

- **Self-Parking:** Expect to pay around \$28 per day at some hotels. ↗
- **Valet Parking:** Some hotels charge a flat rate of \$50 per day for valet parking. ↗
- **Hourly Rates:** Some hotels offer hourly rates for visitors, such as \$10 per hour with a maximum of \$50. ↗
- **Flat Rates:** Certain hotels may have flat rates for specific timeframes, such as \$15 for daytime parking (Mon-Fri after 5 pm, out by 2 am) or weekend flat rates. ↗
- **Restaurant Validation:** Some hotels offer discounted parking rates for restaurant patrons, such as \$5 for the first 3 hours and \$8 per hour thereafter. ↗

To get the most accurate information, it's best to check the specific hotel's website or contact them

Sacramento Map & Transportation - Hyatt...

Valet Parking * Oversized vehicles, overnight guests wi...



Hyatt ⋮

The Exchange a Hilton Hotel in Sacramento, CA

Parking * Self-parking:\$28.00 per day. * Valet...



Hilton ⋮

900 13th St - Parking Garage - Parkopedia

Prices * 1 Hour\$6.00. * Additional 20 Mins\$2.00. * 24 Hours\$30.00. *...

Parkopedia Parking ⋮

Show all

directly for their current parking rates. [Hyatt notes](#) for example, provides information on their parking rates. [↗](#)

AI responses may include mistakes. [Learn more](#)



IHG

<https://www.ihg.com> › Home › Sacramento Hotels

Parking Options for Holiday Inn Sacramento Downtown

Choice of **express parking \$35 daily** or city garage parking \$25 daily. If you are a guest on a Golden 1 Arena event night, do not prepay at the garage. Please ...

4.2 (2,673) · Price range: \$ - Best Price Guarantee When You Book Direct

People also ask :

Do all hotels charge for parking? ▼

How much does it cost to park in Sacramento? ▼

Where to park overnight in Sacramento? ▼

Is there free parking in downtown Sacramento? ▼

[Feedback](#)



SpotHero

<https://spothero.com> › destination › sheraton-grand-sacr...

Sheraton Grand Sacramento Hotel Parking

Find and reserve **parking** near Sheraton Grand Sacramento **Hotel**. 1230 J Street, **Sacramento, CA**, 95814.

Hourly/Daily Monthly. Where are you **going**? Today, 5:00 PM ...

4.8 (326,311) · Free · Travel



DOCO

<https://www.docosacramento.com> › parking

Parking

Parking Rates. Rate: **\$6.00 per hour** | \$2.00 every 20 minutes; Maximum Daily Rate: \$32.00; Lost Ticket: \$32.00. Most retailers offer parking ...



The Institute for College Access & Success PDFs
https://ticas.org › 2019/10 › Parking-Map

The Citizen Hotel 926 J Street, Sacramento, CA 95814 (...

Please note The Citizen Hotel will offer **\$20 all-day parking** for TICAS event attendees. If you have additional questions about directions or location please ...

1 page



City of Sacramento (.gov)
https://www.cityofsacramento.gov › parking › garage-p...

Garage Parking Rates

Parking facilities in enclosed, multi-level structures.

Missing: ~~hotel~~ | Show results with: **hotel**



Parking.com
https://parking.com › sacramento › lot › 1209-l-st

1209 L Street (Hyatt) Parking

Online **rates** ... Tap search for **parking** to select your **rate**. Drive-Up **rates** ... **Rates** valid for new Monthly **Parking** customers only. ... Amenities ... Hours of operation.



Tripadvisor
https://www.tripadvisor.com › ShowUserReviews-g329...

\$10/Night Parking Fee!!! - Review of Hampton Inn & Suites ...

Aug 7, 2023 — Hampton Inn & Suites Sacramento-Cal Expo: **\$10/Night Parking Fee!!!** - See 551 traveler reviews, 77 candid photos, and great deals for Hampton Inn & Suites ...

3.0 · Review by BM609 · Price range: \$ (Based on Average Nightly Rates for a Standard Room from our Partners)

Sheraton Grand **Sacramento Hotel Valet Parking** - Tripadvisor Jun 28, 2024

Sheraton Grand **Sacramento Hotel Parking: Pictures & Reviews** Aug 7, 2024

More results from www.tripadvisor.com

Hotels | Sacramento, CA

Mon, Jun 9

Tue, Jun 10

2

\$304
\$182



\$165

Sheraton Grand Sacramento Hotel

\$304

4.2 (3K) · 4-star hotel

Modern hotel with a pool & a restaurant

 Pool

○○○○○○

Hyatt Regency Sacramento

\$182

4.4 (3.7K) · 4-star hotel

High-end venue with a steakhouse & pool

Eco-certified ·  Pool

○○○○○○

The Fort Sutter Hotel Sacramento, Tapestry C... **\$165**

4.5 (387) · 3-star hotel

Polished hotel with dining & a gym

Eco-certified ·  Free Wi-Fi

○○○○○○

More hotels →



Parkopedia Parking

<https://en.parkopedia.com> › parking › lot › sacramento

Holiday Inn Sacramento Downtown - Arena - Parking Lot

Find **parking costs**, opening hours and a parking map of Holiday Inn Sacramento Downtown - Arena 300 J St as well as other parking lots, street parking, ...



Hilton

<https://www.hilton.com> › hotels › hotel-location

The Exchange a Hilton Hotel in Sacramento, CA

Parking ; **Self-parking:\$28.00 per day** ; Valet parking:\$50.00 ; EV charging:Nearby, 100 feet ; Secured:Available ; Covered:Available.



ParkWhiz

<https://www.parkwhiz.com> › sacramento-parking › 730...

730 I St. Parking

730 I St. County Garage. **\$25**. [VIEW IN MAP](#).

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Old Sacramento parking garage cost



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Capitol garage parking rates



Sacramento parking **garage monthly**



Monthly parking downtown Sacramento



Capitol parking garage Sacramento



Sheraton Grand Sacramento Parking rates



City of Sacramento parking garages



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Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|--|
| Employee Name: <i>Jeffrey Baier</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-0-5200-00-0000-7100-000000-009-0600</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|--|--|-------------------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | \$1,400.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$2,659 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|--|
| Employee Name: <i>Devon Conley</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-05200-00-0000-7100-000000-009-0610</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|--|--|-------------------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | Completed by CSBA | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$ 1,259 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed: _____

| | |
|---|--|
| Employee Name: <i>Charles DiFazio</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-05200-00-0000-7100-000000-009-0610</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

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| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | \$1,400.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$ 2,659.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|--|
| Employee Name: <i>Lisa Henry</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-05200-00-0000-7100-000000-009-0610</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|--|--|-------------------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | \$1,400.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$ 2,659.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed: _____

| | |
|---|--|
| Employee Name: <i>William Lambert</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-05200-00-0000-7100-000000-009-0610</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|--|--|-------------------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | \$1,400.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$ 2,659.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|--|
| Employee Name: <i>Ana Reed</i> | Department/Site: <i>District Office</i> |
| SACS Code: <u>010-0000-05200-00-0000-7100-000000-009-0610</u> | |
| Conference/Workshop Title: <i>CSBA Annual Conference and Trade Show</i> | Conference Date(s): <i>December 3-5, 2025</i> |
| City: <i>Sacramento</i> | State: <i>CA</i> |
| Departure Date: <i>December 2, 2025</i> | Return Date: <i>December 5, 2025</i> |
| Purpose of Conference (site LCAP or Strategic plan): <i>In line with Board Bylaw 9240 Board Development see attached.</i> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|--|--|-------------------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input type="checkbox"/> Brochure/Registration/Event Forms | \$1,400.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; <u>246</u> # miles x \$ <u>0.70</u> /mile*=\$ <u>172.20</u> <i>(*mileage rate changes yearly based on Federal law)</i> | \$173.00 | |
| Air Travel | <input type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$250 per night = \$750.00 | |
| Transfers to/from Airport | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$215.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | \$ 121.00 | |
| TOTAL COST: | | \$ 2,659.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: _____ Date: _____

Print Name: _____ Title: _____

Supervisor Signature: _____ Date: _____

Print Name: _____ Title: _____

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order No. 1- Mountain View Whisman School District Monta Loma Fencing, Silicon Valley Paving

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

During the Monta Loma Fencing Project, scope revisions and design change requests took place resulting in Change Order No. 1. These changes require contingency money to be used. A construction contingency of \$49,000 has been budgeted for this project.

Change Order No. 1 for \$7,103 will increase Silicon Valley Paving's contract amount to \$497,103.

Fiscal Implication:

The monies required for Change Order No. 1 will not exceed \$7,103. After Change Order No. 1 the balance remaining in the construction contingency will be \$41,897.

Recommended Action:

It is recommended that the Board of Trustees approve Change Order No. 1 for Silicon Valley Paving for the Park Restrooms at Various Sites Project.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Change Order No. 1- Mountain View Whisman School District Monta Loma Fencing, Silicon Valley Paving | Backup Material | 6/5/2025 |



June 12, 2025

Rebecca Westover
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

RE: Change Order #1 Justification: Mountain View Whisman School District Monta Loma Fencing Project – Silicon Valley Paving

Item #1 – Additional Maintenance Gate per CCD #01 (PCO #1)

This change is the result of a District request. At the start of construction, the District requested a single leaf maintenance gate to be added at the field side of the fencing adjacent to the Building P playground for easier access to this part of campus. This change order includes the furnish and installation of this added maintenance gate. **\$3,673.**

Item #2 – Sprinkler Relocation and Added Mulch at Baseball Field (PCO #2.2)

This change is the result of a City of Mountain View request. During a site walk with the City of Mountain View, it was requested that the sprinklers be relocated to the inside of the chain-link fence at the first and third baseline of the Monta Loma Elementary Baseball Field. In addition to relocating the sprinklers, the City requested the existing grass be replaced with mulch since it would longer be irrigated. This change order includes the cost for labor and material to make the revisions requested at the Monta Loma Elementary Baseball Field. **\$13,039.**

Item #3 – Additional Concrete at the Monta Loma Elementary Front Entrance (PCO #3)

This change is the result of a scope addition. During the gate replacement at the front entrance of Monta Loma Elementary School, the contractor noted a portion of the concrete in the area would need to be replaced to meet ADA compliance. This portion of concrete did not include a cracked area located at the front entrance next to where concrete was already being replaced by the Contractor. As a result, the contractor was directed to include this portion of concrete existing damaged in their scope of work. This change order includes the cost for labor and material to replace the cracked existing concrete at the front entrance of Monta Loma Elementary School. **\$2,103.**

Item #4 – Added Maintenance Gates for District Lawn Mower Access (PCO #4)

This change is the result of a design revision. During construction, it was found that the District's lawn equipment is larger than the standard maintenance gate sized specified for this project. As a result, two ornamental maintenance gates and one chain-link maintenance gate were added to access the different lawn areas located on the back side of Building P. This change order includes the cost for labor and material to furnish and install the additional maintenance gates. **\$8,133.**

Item #5 – AD 400 Exterior Gate Hardware Deduct

This change is the result of a change in scope. The Monta Loma Fencing Project Contractor was contracted furnish and install the exterior gate AD 400 locksets as part of their scope of work. During the procurement phase of the project, the Contractor found that they would need to have an established account with a licensed provider for these AD 400 locksets. As a result, the District was able to procure these locksets for the project, and the Contractor provided this change order as a deduct to their contract for the material provided by the District. **(\$19,845).**

Total Cost of Change Order #1 - \$7,103

In our capacity as the District's Construction Manager we have completed a review of Change Order #1.

The total Change Orders to date is: **\$7,103.**

There is **\$41,897** 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. 1

Mountain View Whisman School District Monta Loma Fencing Project

Project: **Mountain View Whisman School District
Monta Loma Fencing Project**

C.O. #: 01

Owner: **Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043**

Contractor: **Silicon Valley Paving
1050 Commercial St, Ste 101
San Jose, CA 95112**

Date of Issuance:
June 12, 2025

You are directed to make the following changes in this Contract:

Change Order Request (COR) number(s): 1

| | |
|---|------------|
| PCO #1 Additional Maintenance Gate per CCD #01 | \$3,673 |
| PCO #2.2 Sprinkler Relocation and Added Mulch at Baseball Field Per the City of Mountain View's Request | \$13,039 |
| PCO #3 Additional Concrete at the Monta Loma Front Entrance | \$2,103 |
| PCO #4 Added Maintenance Gates for District Lawn Mower Access | \$8,133 |
| AD 400 Exterior Gate Hardware Deduct | (\$19,845) |

Total amount for Change Order No. 1

=====
Total: **\$7,103**

"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 | \$490,000 |
| Change Order #1 | \$7,103 |
| Revised Contract Amount | \$497,103 |
| The Contract Time Will be increased by | 0 Days |

Construction Manager

Greystone West

**621 W. Spain St.
Sonoma, CA 95476**

BY: *[Signature]*

DATE: **6.3.25**

CONTRACTOR

Silicon Valley Paving, Inc.

**1050 Commercial St, STE 101
San Jose, CA 95112**

[Signature]
BY: *[Signature]*

DATE: **6/3/25**

OWNER

**Mountain View Whisman
School District**

**1400 Montecito Ave
Mountain View, CA 94043**

BY:

DATE:

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order No. 2- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

During the Phase 4-5 HVAC Project, unforeseen conditions took place resulting in Change Order No. 2. These changes require contingency money to be used. A construction contingency of \$564,000 has been budgeted for this project.

Change Order No. 2 for \$48,732 will increase EF Brett & Company's contract amount to \$4,393,732.

Fiscal Implication:

The monies required for Change Order No. 2 will not exceed \$48,732.

Recommended Action:

It is recommended that the Board of Trustees approve Change Order No. 2 for EF Brett & Company for the Phase 4-5 HVAC Project.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| Change Order No. 2- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company | Backup Material | 6/5/2025 |



June 12, 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 Phase 4-5 HVAC Project
– EF Brett & Company**

Item #1 – Power Added to Exhaust Fans at Graham Per RFI #3 (PCO #1)

This change is the result of a design revision. During construction, RFI #3 was submitted by the Contractor noting that there was a discrepancy between the mechanical submittals and the electrical drawings. RFI #3 noted that the mechanical submittal shows added power to the heat pump, while the electrical drawings do not specify this. As a result, a circuit breaker was added to power the exhaust at Graham Middle School. This change order includes the labor and material to add the power noted in RFI #3. **\$3,987.**

Item #2 – Graham Roof Revisions Per RFI 7&8 (PCO #2R1)

This change is the result of an unforeseen condition. During construction, the Contractor found that the existing framing at the Graham Roof did not match with the original design. In order to support the new HVAC units correctly, engineering revisions were made to accommodate for existing framing conditions. This change order includes the labor and material to make the structural revisions necessary at the Graham Roof framing to accommodate the existing conditions. **\$44,745.**

Total Cost of Change Order #2 - \$48,732.

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: (\$1,246,268).

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

A handwritten signature in cursive script, appearing to read "Shelby Hession".

Shelby Hession
Project Manager

Change Order No. 2

Mountain View Whisman School District Phase 4-5 HVAC Project

Project: **Mountain View Whisman School District
Phase 4-5 HVAC Project**

C.O. #: 02

Owner: **Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043**

Contractor: **EF Brett & Company
1435 Technology Lane
Petaluma, CA 94043**

Date of Issuance:
June 12, 2025

You are directed to make the following changes in this Contract:

Change Order Request (COR) number(s): 2

PCO #1 Power Added to Exhaust Fans Per RFI #3 \$3,987

PCO #2R1 Graham Roof Structural Framing Per RFI #7 & 8 \$44,745

Total amount for Change Order No. 2

=====
Total: **\$48,732**

"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 | \$5,640,000 |
| Change Order #1 | (\$1,295,000) |
| Change Order #2 | \$48,732 |
| Revised Contract Amount | \$4,393,732 |
| The Contract Time Will be increased by | 0 Days |

Construction Manager

Greystone West

621 W. Spain St.
Sonoma, CA 95476

CONTRACTOR

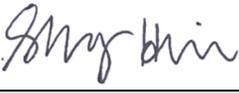
EF Brett & Company

1435 Technology Lane
Petaluma, CA 94043

OWNER

Mountain View Whisman
School District

1400 Montecito Ave
Mountain View, CA 94043

BY: 

BY: *Anthony Alvaro*

BY: _____

DATE: 6.3.25

DATE: 6/3/25

DATE: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order No. 3- 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 and design revisions have occurred resulting in revisions to the original scope of work. These changes require contingency money to be used. A construction contingency of \$73,700 has been budgeted for this project. Change Order No. 3 for \$20,100 will increase Rodan Builders' contract amount to \$813,998.

Fiscal Implication:

The monies required for Change Order No. 3 will not exceed \$20,100. After Change Order No. 3, there will be no remaining contingency left on the project.

Recommended Action:

It is recommended that the Board of Trustees approve Change Order No. 3 for Rodan Builder's for the Park Restrooms at Various Sites Project.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Change Order No. 3- Mountain View Whisman School District Park Restrooms Project at Various Sites, Rodan Builders | Backup Material | 6/5/2025 |



June 12, 2025

Rebecca Westover
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

RE: Change Order #3 Justification: Mountain View Whisman School District Park Restroom Project – Rodan Builders, Inc.

Item #1 – Premium Time for Weekend Work (PCO 13.3)

This change is the result of a District request and site preparation activities. During construction, it was found that certain construction activities were disruptive to school instruction. Although certain activities were included in the Contractor’s base bid to be off hours work (i.e. utility shutdowns), the construction activities within this change order were not accounted for within the base bid. In addition, overtime work was also incurred ahead of the modular restroom crane picks. Due to unexpected weather, the Contractor spent additional time prepping the site for the crane picks. This change order includes the premium time hours for the construction activities noted above. **\$9,313.**

Item #2 – Added Concrete at Mariano Castro Elementary School Gate Landing (PCO 14)

This change is the result of a design revision. During construction, the Contractor submitted RFI #15 noting that the site conditions at the Mariano Castro gate landing required extra concrete to meet ADA grades based off of existing conditions. These revised dimensions were also necessary to match grades of the adjacent concrete. This change order includes the cost for labor and material for the added concrete work at the Mariano Castro gate landing in order to conform to ADA compliance and existing conditions. **\$7,388.**

Item #3 – Solenoid Valve Investigative Work at Amy Imai Elementary School (PCO 17)

This change is the result of an unforeseen site condition. During Construction, it was found that the irrigation in the Amy Imai garden no longer had water. Since the Contractor had performed irrigation re-routes adjacent to this area, they went through extensive investigation to find the cause of the irrigation issue at the garden. Through investigation, it was found that an existing solenoid valve was the reason for the water loss at the garden. This valve was not part of the Park Restroom Construction Project nor was it damaged during construction. This change order includes the labor and material used for this investigative work. **\$3,399.**

Total Cost of Change Order #3 - \$20,100

In our capacity as the District's Construction Manager we have completed a review of Change Order #3.

The total Change Orders to date is: **\$76,998**

There is **\$0** 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

A handwritten signature in cursive script, appearing to read "Shelby Hession".

Shelby Hession
Project Manager

Change Order No. 3

Mountain View Whisman School District Park Restroom Buildings

Project: **Mountain View Whisman School District
Park Restroom Buildings**

C.O. #: 03

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:
June 12, 2025

You are directed to make the following changes in this Contract:

Change Order Request (COR) number(s): 3

| | |
|---|---------|
| PCO #13.3 Cost for Weekend Work | \$9,313 |
| PCO #14 Added Concrete at the Mariano Castro Elementary School Gate Landing | \$7,388 |
| PCO #17 Solenoid Valve Investigative Work at Amy Imai Elementary School | \$3,399 |

Total amount for Change Order No. 3

=====
Total: **\$20,100**

"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 |
| Change Order #3 | \$20,100 |
| Revised Contract Amount | \$813,998 |
| The Contract Time Will be increased by | 0 Days |

Construction Manager

Greystone West

**621 W. Spain St.
Sonoma, CA 95476**

BY: *[Signature]*

DATE: 6.3.25

CONTRACTOR

Rodan Builders, Inc.

**3486 Investment Blvd Suite B
Hayward, CA 94545**

BY: *[Signature]*

DATE: 6/3/25

OWNER

**Mountain View Whisman
School District**

**1400 Montecito Ave
Mountain View, CA 94043**

BY: _____

DATE: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: National Power School University Group Conference

Estimated Time:

Person Responsible:

Tara Vikjord, Chief Human Relations Officer

Jon Aker, Director of Technology

Background:

2025 National Power School University Group: Learning new systems and techniques with the PowerSchool system to make effective systems for enrollment, attendance accounting, incident, and more. Incidents, with and more. Staff will present new information to the team and implement new practices.

Strategic Plan Goal 4b: Adopt an approach to differentiated professional development aligned with student success for all employees

Strategic Plan Goal 4c: Build Leadership skills to support future district needs.

Attendees: Alejandra Garcia, Thiranjani Fernando, Joanne Doria, Nubia Avina, Evelyn Lopez

Date(s): July 13-17, 2025

Location: Las Vegas, Nevada

Fiscal Implication:

Estimated Expense: \$1,489 each

Recommended Action:

It is recommended that the Board of Trustees approve staff attendance at the 2025 National Power School University Group conference, as presented

ATTACHMENTS:

| Description | Type | Upload Date |
|------------------------------|-----------------|-------------|
| Course Offerings | Backup Material | 6/6/2025 |
| Out of Town Conference Forms | Backup Material | 6/9/2025 |

Courses Offered

| Course | Description |
|--|---|
| 4 Ways to Export Data from PowerSchool | Learn how to export data from PowerSchool using Quick Export, List Students, DDE, and DEM. |
| AngularJS - Beginner | <p>Learn the basics of AngularJS</p> <p>Attendees will learn how the AngularJS JavaScript framework can be integrated into web pages to simplify the process of displaying information in a page based on the results of values stored in the PowerSchool database.</p> <p>The following concepts will be covered:</p> <ul style="list-style-type: none"> - Integrating AngularJS code into PS pages - Basic AngularJS terminology - Data-Binding: tying JS values to information displayed in HTML |
| AngularJS - Intermediate | <p>Take the next step in understanding and utilizing AngularJS in PowerSchool custom pages.</p> <p>Attendees will learn to utilize the AngularJS JavaScript framework to make the most of their custom pages in PowerSchool.</p> <p>Topics covered include:</p> <ul style="list-style-type: none"> - AJAX with AngularJS - Custom directives - Built-in and custom filters - Built-in and custom services |
| Attendance Setup for Success-Double Session | In this double session for PowerSchool system administrators on Attendance Setup, we will look in depth at the many parts of attendance configuration - from codes and conversions through decisions about recording attendance - and discuss how to align it with your school schedules, student enrollment patterns, and State and District requirements. You'll learn exactly how the system calculates the students' "Daily Attendance Value" that is central to ADA/ADM and State compliance reports so you can fine-tune your PowerSchool system for maximum attendance accuracy. |

| Course | Description |
|--|--|
| Building a Plug-in: Start to Finish | *By now we've all used plugins to add functionality to PowerSchool but have you ever wondered how that plugin is made? In this class we will go over how to create a plugin including what each piece of a plugin means. We'll delve into the plugin.xml file to see what it can tell us beyond the plugin name and publisher. We'll quickly go over how custom pages are added which is what most of us think of when we think of plugins. But we won't stop there. We'll look at adding database extensions, PowerQueries, links into the Enhanced UI and more. By the end you will be able to take all your project pieces and put them together to make your own plugin and you'll be able to unzip a plugin and understand what all the pieces are doing. |
| Customization - Advanced | In this session we will use the skills learned in the beginning and advanced customization classes as well as the jQuery class to develop a custom PowerSchool report. The project will emphasize the use of tlist sql, PowerSchool tags, and jQuery to develop a practical PowerSchool customization. |
| Customization - Beginning | This session will mostly benefit users that have access to their PowerSchool server's file system or the Custom Page Management tool. Users will be learn how to begin customizing PowerSchool web pages. We will be covering some of the special tags that can be used in PowerSchool pages. |
| Customization - Intermediate | This session will cover many special tags that can be used in custom html pages in PowerSchool. Complex PowerSchool tags, SQL, and javascript techniques will be covered. |
| Customization Bootcamp (2 days) | Learn: HTML CSS Custom Page Management PowerSchool HTML (PSHTML) Page Fragments Building a plugin |
| Customizing PowerTeacher Pro - Advanced | |
| Customizing PowerTeacher Pro - Beginner | *PowerTeacher Pro is the first customizable gradebook we've had. In this first course we will look at the different parts to a PowerTeacher Pro custom page and copying a working page from PowerTeacher into PowerTeacher Pro |
| Customizing PowerTeacher Pro - Intermediate | *The immediate follow up to the Beginner session we will look at doing more than copying an existing page and pasting it into PTP. In this session we'll go over making pages where teachers can edit information, pages where some users can see them and others can't based on a security setting you control, and some of the differences to be aware of between a regular PowerSchool page and how PTP may react differently. If time permits we will even create a new PTP page from your suggestions so come with ideas. |
| Customizing the Enhanced UI | Course showing how you can Customize the new Enhanced UI |

| Course | Description |
|--|--|
| Customizing with AI - Roundtable | * Roundtable discussion of how AI tools have helped with PS customization development. |
| Data Access Tags & Codes - Common and Not So Common | Ever wanted to know some of those undocumented PowerSchool data access tags and codes or where you can use codes you may already know? Join us for this session to dive into PS DATs and codes and learn how you can extract and format data in a way you might not have even know possible. |
| Data Day - 1 Day Workshop | Data Day is a scenario based class that explores various aspects of data in PowerSchool including table structure and relationships, using DDE/DDA, importing and exporting data using Quick Import/Export and Data Import/Export Manager. We also spend time manipulating and analyzing data in Excel. If you are interested in getting data into and out of your PowerSchool database and want to learn what you can do with it in Excel, then this class is for you. |
| Data Export Manager: When a Simple Search is not Enough | Export Manager is a great tool to use for: Exporting core table, table extensions, editing database extension records, and scheduling an export template to run automatically. This is a session for users with excel experience. User can be a beginner. |
| DDE - Making your Data Work for You - | In this session we'll cover the basics of exporting data from PowerSchool for use in other applications. We will approach PowerSchool from the inside out learning about the relational database and how to export information from multiple tables at the same time (without having to have an ODBC connection set up to pull the data.) We will walk through several "real life" scenarios to gain understanding of the relationships between the most commonly used tables. NOTE: If you are taking the Data Day workshop this course would be a stripped down version of that course. You DO NOT need to take both. |
| Enterprise Reporting - Built in Reports - Beginning | *Learn how to use and manipulate the Built in Reports in Enterprise Reporting. Session will review how to setup user accounts, work with built in reports using the Actions menu, save/publish reports and export/download returned data. *Please verify that you have access to Enterprise Reports before attending this session. |
| Excel - Beginning | *In this session you will learn the basics of using Excel including: What is a spreadsheet; Basics of a spreadsheet; columns, rows, cells, page set up and views, workbooks and worksheets. A look at the types of Data; text, numbers, labels, constants, variables. Using Formulas; basics, cell referenced, absolute referencing. Filtering and sorting data; Find and Replace; Formatting text, numbers and cells; inserting an image, inserting columns and rows; inserting charts and graphs; Opening PS exports and saving in a variety of different file formats. |

| Course | Description |
|---|---|
| Excel - Charts & Graphs | *In this session, we will discuss different types of graphs and charts. We will describe various parts of graphs and how to decide what options to deploy. We will look at various types of data from PowerSchool and how to accurately portray it in Excel. |
| Excel - Cool Tips & Tricks | *Are you ready for some fast-paced Excel training? We will cover a number of tips and tricks in this session. Nearly all are related to PowerSchool. We will cover absolute addressing, copy formats, format painter, special formats, text wrapping, custom lists & more. Handouts will be provided. |
| Excel - Functions & Formulas | *In this session you will learn about Excel Formulas and Functions including: IF, COUNTIF, AND, VLOOKUP, LEFT, RIGHT, UPPER, RANDOM. Copying formulas and functions using fill down, fill right, auto fill and absolute positioning. |
| Excel - Pivot Tables | In this session you will learn how to take data pulled from your own server and create meaningful pivot tables and charts. To be successful in this course, you must have an understanding of DDE/DDA, exporting data from PowerSchool and basic Excel. The focus will be on using Excel and NOT exporting data. |
| Exporting Data | *This session will cover the basics of exporting information from PowerSchool-- where to find this process, how to do a successful export and other useful tips . You will learn to export using a Quick Export, setup and use export templates and see how to export from the DDE. Requirements: Must have access to DDE and Quick Export |
| FERPA - What it means for you | FERPA affect you -- your smartphone, your computer, your computer files, your grading, your gradebook, your conversations with your colleagues, and maybe even your reputation! FERPA protects our students' educational records. We will talk about what is protected and how to protect yourself. (Not a lawyer - just a security freak.) |
| Finding and Using Popular Customizations/Plugins | One of the best things about PowerSchool SIS is that it can be enhanced with customization, and lucky for all of us, generous and talented members of the community have created dozens of free add-ons that are available to all. Come to this session to learn about the gold mine of incredibly useful plugins, custom pages, and reports that can be installed on your system with just a few clicks. NOTE: This course cover similiar content to the Here's the Plugin, Where's the Outlet course. To install these you must have access to District> System> Plugin management. |
| Functions - What do they do? | In this session we will review in detail the various items in the Functions Menu. We will discuss Absentee Report, Daily Bulletin, Enrollment Summary, etc. We will also review the Special Functions menu including Group Functions such as Exporting; Mass Enroll; Re-Enroll in School; Searching by GPA, Grades and Attendance; Student Field Value, etc. |
| General Session | |

| Course | Description |
|--|---|
| Graduation Planner - Lab | This session provides you with time to work through your graduation plan setup with the assistance of our presenters. |
| Help Desk | Help Desk - Open time to answer attendees general PowerSchool Questions |
| How to Change Pages without Using Customization | A look at some built-in features that will help you "customize" parts of PS, such as how to add messages and images to login pages, how to disable access for parents and students, how to change text on pages, and how to use data validation on pages. |
| HTML/CSS 1 | *PowerSchool is a website, and websites are laid out using HyperText Markup Language (HTML) and styled with Cascading Style Sheets (CSS). This session will teach you the basic of both, including the usual HTML tags, their default display behavior, and how to alter their appearance with CSS. We will also cover CSS selectors, IDs, and classes, as well as HTML forms. This is the first course to start learning about PowerSchool customization. |
| HTML/CSS 2 | *This course will discuss more advanced features of HTML and CSS, including pseudo-classes, complex element selectors, troubleshooting design issues, and making customizations fit within the overall PowerSchool design structure. |
| I'm a Counselor - Where's my training? | *This session will provide training on screens that counselors use on a daily or occasional basis. Included will be searches on various fields in PowerSchool, exports of data (rank, GPA, cumulative credits), stored searches, walk-in scheduling, transcript entry, PDF creation of transcripts, class counts, and more. |
| Importing Data | *Tips for getting data in safely and painlessly. PowerSchool's import function can be a powerful way to load data from other systems and even to clean the data you already have. But along with that power comes some potential "gotchas" and the ability to do some damage. This session will share tips on how to import data while avoiding pain, disaster, and unnecessary work. |
| It's All New - 1 Day Workshop | Brand new to PowerSchool? Just hired now what? Training was: "Here is your desk-Go"? This is the day for you! We will start off with the smallest basics- what is PowerSchool- where do I log in- where do I go for ...well everything? Throughout the day we will build on your knowledge base. This class will cover, PS 101, Searches, Functions, and resources... may overlap a few other classes just so you are aware. Having a computer- your Powerschool url and a username and password is VERY beneficial for this class. |

| Course | Description |
|--|---|
| JavaScript - Beginning | <p>This course explores introductory concepts of the JavaScript language and how it can be used to make webpages interactive.</p> <p>Attendees will learn about :</p> <ul style="list-style-type: none"> - integrating JavaScript into web pages - commenting code - creating and assigning values to variables - basic data types - displaying information on a web page with JavaScript - conditional logic |
| JavaScript - Intermediate | <p>For users familiar with the basics of JavaScript, we will take the next steps into understanding the following topics:</p> <ul style="list-style-type: none"> - functions - variable scope - complex data types - looping - event-listeners (responding to user interaction) |
| jQuery - Beginning | <p>Ever wonder how you can make a page respond to your user's actions? jQuery is a version of javascript that we can utilize in PowerSchool to do this. In this class we will go over the basics of jQuery for those who haven't used it before. It will help if you know CSS or have taken the beginning CSS class, but is not required</p> |
| jQuery - Intermediate | <p>Do you have a basic understanding of jQuery but would like to be able to do more with it? Would you like to understand how some PowerSchool pages interact with the user? In this class we will go through some more advanced jQuery operations and learn how pages you may already be using work. A basic understanding of jQuery or the beginning jQuery class is highly recommended.</p> |
| jQuery Lab | <p>Drop in and get help with jQuery.</p> |
| Must Have Customizations | <p>A look popular customizations and where to find them. All the customizations shown are free. Requirement: To install plug-ins you must have access to System>System Settings>Plugin Management Configuration</p> |
| Object Reports - Advanced Tips and Tricks | <p>*Learn how to open and edit reports in a text editor and how to use advanced codes with your Object Reports. We will build and work on a report together and, if time allows, you can work on a report that you want to create.</p> |
| Object Reports - Drop in Lab | <p>*Open lab section where you can work on your own object reports with the assistance of an object reports expert</p> |

| Course | Description |
|--|--|
| Object Reports - Intro - Part 1 | In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use. |
| Object Reports - Intro - Part 2 | In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use. |
| Page Fragments - What's holding you back? | Page fragments have been around for a while now - but for some - they can still be intimidating. This course provides a simplified perspective to navigate jQuery - without necessarily needing to learn jQuery - in order to take advantage of Page Fragments and Insertion Points. |
| Page Fragments and Insertion Points | *Customizations can be great but customizing a PowerSchool page has some serious downsides including not receiving updates when PowerSchool makes changes. That's where page fragments come in. In this class we'll learn how to make the same changes to existing PowerSchool pages but using page fragments to ensure you keep getting updates instead of getting locked in time. |
| PowerQueries and Data Export Manager | *This session shows the usefulness of creating PowerQueries. PowerQueries are great for accessing your data from external applications, in the Data Export Manager, and in your own custom pages. Starting with "What is a PowerQuery?" we will learn how to create PowerQueries. |
| PowerScheduler - Build & Load Workshop - (6 Sessions) | *Please note - this is a limited space offering that takes up 1 1/2 days or 6 sessions, selecting this session doesn't allow participants to take any other offerings during these 6 sessions. Learn PowerScheduler®, we will walk through the steps from Course Setup to Commit. Explore the differences in 'Build and Load' and 'Load only' to find what works best for your situation. Walk through Constraints, Relationships and Teams, as well as Section Links and Automated Study Hall. The course is designed to walk you through the steps and get an understanding of how it all works. You can work on your schedule during this workshop but it is designed as an instructional 1.5 day session. |
| PowerScheduler - Load ONLY Workshop (4 Sessions) | *Please note - this is a limited space offering that takes up a full day or 4 sessions, selecting this session doesn't allow participants to take any other offerings during these 4 sessions. We will explore the PowerScheduler® Load process. The Load is a function that puts students into the appropriate classes. This process is done AFTER you have a completed 'Master Schedule'. Common in Elementary and Middle Schools where you might reuse your 'Master Schedule' (when your classes meet). We will cover Student Requests, Load Constraints and teams, as well using the Scheduling Engine to perform the Load. You can work on your schedule during this workshop but it is designed as a full instructional day session. |

| Course | Description |
|--|---|
| PowerSchool 101 | *This session is designed for those who are recently new to PowerSchool. Users are strongly encouraged to bring a laptop if they want some hands on experience and to follow along. This will cover the overall structure of PowerSchool, using the interface, understanding how powerful the searches are and beginning to look at student information. |
| PowerSchool Resources | *In this session you will be introduced to existing PowerSchool resources and help sites. You will learn how to setup accounts, post questions and search for helpful information to assist in supporting and using PowerSchool. The PowerSchool users community is a powerful resource and continually growing. This session will help you learn how to navigate through some of the most commonly used sites. |
| PS HTML Codes | *This session will go over the PowerSchool embedded HTML codes needed to create custom pages and to understand how some pages work. These are codes specific to PowerSchool only and can be beneficial to create custom pages. A basic understanding of HTML code is required. |
| Putting it all together - Customization Lab | *Throughout the conference you've had the opportunity to learn many different skills needed to customize PowerSchool and make it exactly what you want. In this class, we will be putting all of those pieces together to build new customizations and install them to a server. You've learned all of the skills; now put them to work and develop novel projects that will make your teachers, parents, and admins happy. We will leverage HTML, CSS, jQuery, SQL, PowerSchool tags, and possibly DB Extensions to build a new customization. Come with ideas of what to create! |
| Reports - Student Reports & Built In | *This session will focus on the Built-in PowerSchool Reports. We will cover Attendance, Discipline, Grades, Membership, and Student Listing reports. We will discuss the information provided on the report and how to run it. |
| ReportWorks - Basics | *Come and join the fun of learning how to use PowerSchool's reporting tool that provides users with a drag and drop interface for creating custom reports. During this session we will work on mailing labels and time permitting, work on creating form letters, cross tab reports and other custom reports that users in your district will appreciate the crisp new looks of these great reports. *Please verify that you have access to ReportWorks before attending this session. |
| Role Based Security | *For years we've used group security to lock down pages and make our data secure. Now we can enhance that security using roles. In this class we'll go over Co-Teacher roles and admin roles and how they can be used to give your users exactly what they need. Ever have a staff member who needs more access in one building than in another? We'll go over how to make that happen as well as how to help teachers with gradebook questions without ever needing to log in as them and how to give a member of a security group more access without duplicating a group just for them. Groups treats everyone the same, with Roles you can make people individuals. |

| Course | Description |
|---|--|
| Scheduling Lab | *Whether you attended one of the workshops or not, you are welcome into the Lab. There is no instruction planned in the Lab. It is a time and place for you to get your scheduling questions answered or take some time to work on your schedule, with support. |
| School Administrator Toolbox | *Designed for school administrators, this session will provide information on best practices for managing your schools' operations using PowerSchool. You'll learn how to: communicate effectively, solve issues that happen in all districts, find parent records based on name or phone number, prepare class rosters for yourself, watch over teachers' grade setup, teachers use of PowerTeacher Gradebook, and many more tips for managing your building. These tools can also be valuable for teacher evaluations. |
| Security Roles / Database Extension Lab | |
| Self-Hosted Server System Admin – Server and System Management | *This Session covers specifically the setup of the database server, app servers, and load balancing the app servers. IT will cover things that you need to know to administer these servers locally and what the best practices are for security, disaster recovery, updates and much more. |
| Setting Up a Test Server (from start to finish) | This session is for anyone wanting a PowerSchool test server environment. You do not have to have experience, only a willingness to learn and some patience. Beginning with the minimum system requirements, we will progress to bare-metal versus virtual machine, installing MS2012 trial version, installing the PowerSchool application, importing the AppleGrove data, importing your own data, and finally ending with tips and tricks for getting the most out of your test server. |
| SQL & sqlReports - Lab | Drop in and get help with SQL and sqlReports reports. |
| SQL - Advanced | *This session will cover more advanced SQL functions including aggregate functions: avg, count, min, max, and sum. Conditional logic (case statements), subqueries, the WITH clause, and pivots will also be discussed. |
| SQL - Beginning | *Learn the basics of Structured Query Language (SQL). This session will cover the process of selecting, filtering, and sorting data from the PowerSchool database. Additional topics will include relational database architecture, and Oracle datatypes. |
| SQL - Intermediate | *This session will start with a brief review of the material covered in the Beginning SQL session. Additional topics will include selection of distinct results, result concatenation, and aliasing. The primary focus will be querying related tables using SQL joins. |

| Course | Description |
|--------------------------------------|---|
| sqlReports - Creating Reports | This session is for those who have installed sqlReports and want to learn more about creating a report from scratch. The different tabs on the edit page will be covered in depth. |
| sqlReports - Intro | *sqlReports is a free customization that allows you to create sql-based reports and/or charts in the admin portal. As a reporting tool you can create reports that do not exist in PS and make them interactive by asking admins for input. As an export tool you can build simple or complex reports and users can save the information in comma or tab format. No need to use DDE, quick export, or report templates - admins can run reports you create and export the results on the screen or filter the results before exporting. You can also build student based reports that have a 'Make Current Selection' button to easily use the results of the report as the current selection. How to install it and how to use it will be covered in this session. |
| State Roundtable - MT | Roundtable discussion of state issues |
| State Roundtable - VA | Roundtable discussion of state issues |
| Tables - Where's the data? | In this session we discuss screens that hold data and the tables the information can be found in. We also review the information in the data dictionary and discuss searching/exporting/importing tips. This is not a hands on class like DDE and Data Day classes but is a compliment to them. |

Mountain View Whisman School District

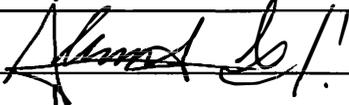
Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|---|
| Employee Name: Alejandra Garcia | Department/Site: Student Services / Administrative Services |
| SACS Code: <u>010 - 9590 - 0-5200-00-0000-7700-000000-009-0570</u> | |
| Conference/Workshop Title: 2025 PSUG Conference | Conference Date(s): July 13, 2025 – July 17, 2025 |
| City: Las Vegas | State: Nevada |
| Departure Date: July 13, 2025 | Return Date: July 17, 2025 |
| <p>Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices.</p> <p>Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.</p> <p>Strategic Plan Goal 4c: Build leadership skills to support future district needs.</p> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED
**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|---|--|---------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input checked="" type="checkbox"/> Brochure/Registration/Event Forms | \$699.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; # miles x \$ /mile*= <i>(*mileage rate changes yearly based on Federal law)</i> | | |
| Air Travel | <input checked="" type="checkbox"/> Flight cost calculation estimate (ie. Google flight page) | \$200.00(roundtrip) | |
| Flight from airport: <u>San Jose Mineta</u> | Flight to airport: <u>Harry Reid International</u> | | |
| Lodging/Hotel Over 75 miles away <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input checked="" type="checkbox"/> Cost calculation estimate (ie. Hotel webpage with current rates) | \$300.00 | |
| Transfers to/from Airport | <input checked="" type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | \$50.00 | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details (bus, taxi, train, etc.) | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input checked="" type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$237.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | | |
| TOTAL COST: | | \$1,489.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature:  Date: May 9, 2025
 Print Name: Alejandra Garcia Title: Information Services Supervisor
 Supervisor Signature:  Date: May 9, 2025
 Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature:  Date: 15 MAY 25
Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

FY 2025 per diem rates for Las Vegas, Nevada

Change fiscal year: 2025 2024 2023 or New search



Daily lodging rates (excluding taxes) | October 2024 - September 2025



Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Filter results...

| Primary destination ⓘ | County ⓘ | 2024 Oct | Nov | Dec | 2025 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|-----------------------|----------|----------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Las Vegas | Clark | \$126 | \$126 | \$126 | \$159 | \$159 | \$159 | \$126 | \$126 | \$126 | \$126 | \$126 | \$126 |

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Filter results...

| Primary destination ⓘ | County ⓘ | M&IE total | Breakfast | Lunch | Dinner | Incidental expenses | First and last day of travel |
|-----------------------|----------|------------|-----------|-------|--------|---------------------|------------------------------|
| Las Vegas | Clark | \$86 | \$22 | \$23 | \$36 | \$5 | \$64.50 |

Showing 1 to 1 of 1 entries

2025 National PSUG Event



Already Ordered?

Confirmation Number
I don't know my confirmation number

Event Home

Contact

Register

Buffets

FAQ's

FREE Live Music

Fremont Street Experience

Hotel Info

PLAZA DINING

2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

HOTEL RESERVATION LINK IS NOW ON THE HOTEL INFO PAGE!

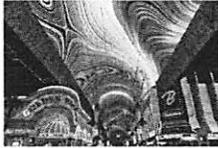
We are excited to bring you the 13th Annual National PSUG Event this summer. One of two National PSUG Events this year.

OVER 150 TRAINING SESSIONS TO CHOOSE FROM!!



Many NEW & Advanced sessions in 2025!!

A PowerSchool User Conference put on BY PowerSchool users from districts all over the United States is what you will be a part of when you attend the 2025 National PSUG Event & Vendor Expo. Attend sessions put on by fellow PowerSchool users that will give you a real world view on how others are using PowerSchool in their districts. Please note: While PowerSchool Group, LLC supports our events and will be in attendance at our conference, this is NOT one of their events. These conferences are put on "BY" PowerSchool users "FOR" PowerSchool users.



Registration info:

PLEASE MAKE PAYMENT AT THE TIME OF REGISTRATION!!!

NO REFUNDS ALLOWED FOR THIS EVENT! Substitutions are allowed or a credit for a future event only if you notify us prior to 30 days in advance of the event.

Welcome to our **13th ANNUAL NATIONAL PSUG EVENT!** We will have about 100 unique PowerSchool related sessions at this event plus dozens of workshops put on by vendors that have products or services that work with PowerSchool.

Registration includes: (\$699 Regular Reg Fee)

- 4 days of great PSUG instructor sessions
- Breakfast & lunch each day (no lunch on Thursday)
- Admission to the Vendor Expo (Dozens of PowerSchool related vendor exhibitors)
- Admission to the Welcome Reception for you & your adult guest
- Admission to the Vendor Reception for you & your adult guest
- Abundant networking opportunities with PS users from all over the world!
- The registration fee does NOT cover your hotel room.

Share

San Jose ↔ Las Vegas

\$137

Round trip · Economy · 1 passenger ▾

Lowest total price

Selected flights

| | | |
|--|---|-------------------------------|
| | Departing flight · Sun, Jul 13 | ✕ |
| | 8:00 AM → 9:30 AM SJC LAS Nonstop · 1 hr 30 min · Southwest | ∨ |
| | | 92 kg CO2e Avg emissions |
| | Returning flight · Thu, Jul 17 | ✕ |
| | 7:25 PM → 8:55 PM LAS SJC Nonstop · 1 hr 30 min · Southwest | ∨ |
| | | 104 kg CO2e +22% emissions |
| | 1 free carry-on | 2 free checked bags |

Baggage conditions apply to your entire trip. [Southwest bag policy](#). For non-refundable fare options, taxes may be refundable.

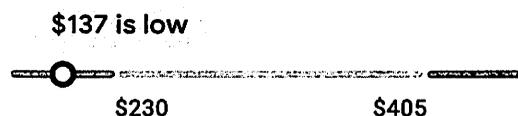
Booking options

| | | | | |
|--|---------------------|---------|-------|----------|
| | Book with Southwest | Airline | \$137 | Continue |
|--|---------------------|---------|-------|----------|

Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply.

\$137 is low for Economy — \$123 cheaper than usual

The least expensive flights for similar trips to Las Vegas usually cost between \$230–405. ⓘ





Extend your stay

Use calendar to manage your stay dates

Show nightly rate with taxes and fees included [Taxes and fees](#)

Check-in

| | | | | | | |
|--------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Thu Jul 10 - | Fri Jul 11 USD 138.00 | Sat Jul 12 USD 143.00 | Sun Jul 13 USD 58.00 | Mon Jul 14 USD 48.00 | Tue Jul 15 USD 48.00 | Wed Jul 16 USD 48.00 |
|--------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|

Checkout

| | | | | | | |
|-------------------------------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| Thu Jul 17 USD 58.00 | Fri Jul 18 USD 120.00 | Sat Jul 19 USD 120.00 | Sun Jul 20 - | Mon Jul 21 - | Tue Jul 22 - | Wed Jul 23 - |
|-------------------------------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|

Reservation Summary

| | |
|--|-------------------|
| Check-in | Sun, Jul 13, 2025 |
| Checkout | Thu, Jul 17, 2025 |
| Rooms | 1 |
| Guests per room | 1 |
| PLAZA HOTEL & CASINO | |
| ROH 1 adult, 4 nights Change rooms | USD 202.00 |
| Subtotal | USD 202.00 |
| TAXES & FEES | |
| Clark County Hotel Room Tax (13.0% per night) | USD 26.26 |
| Resort Fee with 13% tax (USD 11.30 per night) | USD 45.20 |
| Grand Total | USD 273.46 |

[Edit reservation](#)

[Next](#)

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

| | |
|---|---|
| Employee Name: Joanne Doria | Department/Site: Student Services / Administrative Services |
| SACS Code: <u>010 - 9590 - 05200 - 00 - 0000 - 7700 - 000000 - 009 - 0570</u> | |
| Conference/Workshop Title: 2025 PSUG Conference | Conference Date(s): July 13, 2025 – July 17, 2025 |
| City: Las Vegas | State: Nevada |
| Departure Date: July 13, 2025 | Return Date: July 17, 2025 |
| <p>Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices.</p> <p>Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.</p> <p>Strategic Plan Goal 4c: Build leadership skills to support future district needs.</p> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|---|--|---------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input checked="" type="checkbox"/> Brochure/Registration/Event Forms | \$699.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; # miles x \$ /mile*= <small>(*mileage rate changes yearly based on Federal law)</small> | | |
| Air Travel | <input checked="" type="checkbox"/> Flight cost calculation estimate <small>(ie. Google flight page)</small> | \$200.00(roundtrip) | |
| Flight from airport: <u>San Jose Mineta</u> | Flight to airport: <u>Harry Reid International</u> | | |
| Lodging/Hotel Over 75 miles away <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input checked="" type="checkbox"/> Cost calculation estimate <small>(ie. Hotel webpage with current rates)</small> | \$300.00 | |
| Transfers to/from Airport | <input checked="" type="checkbox"/> Mode of transportation and details <small>(bus, taxi, train, etc.)</small> | \$50.00 | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details <small>(bus, taxi, train, etc.)</small> | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input checked="" type="checkbox"/> Calculation & explanation <small>(Please find per diem rates at Per Diem Rates for California on the GSA website)</small> | \$237.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | | |
| TOTAL COST: | | \$1,489.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature: Date: May 9, 2025

Print Name: Joanne Doria Title: Information Services Technician

Supervisor Signature: Date: May 9, 2025

Print Name: Jo Ann Alar Title: Director of Technology

Superintendent or Board President Signature:  Date: 15 May 25
Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

FY 2025 per diem rates for Las Vegas, Nevada

Change fiscal year: 2025 2024 2023 or New search



Daily lodging rates (excluding taxes) | October 2024 - September 2025



Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Filter results...

| Primary destination ⓘ | County ⓘ | 2024 Oct | Nov | Dec | 2025 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|-----------------------|----------|----------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Las Vegas | Clark | \$126 | \$126 | \$126 | \$159 | \$159 | \$159 | \$126 | \$126 | \$126 | \$126 | \$126 | \$126 |

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Filter results...

| Primary destination ⓘ | County ⓘ | M&IE total | Breakfast | Lunch | Dinner | Incidental expenses | First and last day of travel |
|-----------------------|----------|------------|-----------|-------|--------|---------------------|------------------------------|
| Las Vegas | Clark | \$86 | \$22 | \$23 | \$36 | \$5 | \$64.50 |

Showing 1 to 1 of 1 entries

2025 National PSUG Event



Already Ordered?

Confirmation Number Login
I don't know my confirmation number

2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

HOTEL RESERVATION LINK IS NOW ON THE HOTEL INFO PAGE!

We are excited to bring you the 13th Annual National PSUG Event this summer. One of two National PSUG Events this year.

OVER 150 TRAINING SESSIONS TO CHOOSE FROM!!



Many NEW & Advanced sessions in 2025!!

A PowerSchool User Conference put on BY PowerSchool users from districts all over the United States is what you will be a part of when you attend the 2025 National PSUG Event & Vendor Expo. Attend sessions put on by fellow PowerSchool users that will give you a real world view on how others are using PowerSchool in their districts. Please note: While PowerSchool Group, LLC supports our events and will be in attendance at our conference, this is NOT one of their events. These conferences are put on "BY" PowerSchool users "FOR" PowerSchool users.



Registration info:

PLEASE MAKE PAYMENT AT THE TIME OF REGISTRATION!!!

NO REFUNDS ALLOWED FOR THIS EVENT! Substitutions are allowed or a credit for a future event only if you notify us prior to 30 days in advance of the event.

Welcome to our 13th ANNUAL NATIONAL PSUG EVENT! We will have about 100 unique PowerSchool related sessions at this event plus dozens of workshops put on by vendors that have products or services that work with PowerSchool.

Registration includes: (\$699 Regular Reg Fee)

- 4 days of great PSUG instructor sessions
- Breakfast & lunch each day (no lunch on Thursday)
- Admission to the Vendor Expo (Dozens of PowerSchool related vendor exhibitors)
- Admission to the Welcome Reception for you & your adult guest
- Admission to the Vendor Reception for you & your adult guest
- Abundant networking opportunities with PS users from all over the world!
- The registration fee does NOT cover your hotel room.

Event Home

Contact

Register

Buffets

FAQ's

FREE Live Music

Fremont Street Experience

Hotel Info

PLAZA DINING



Share

San Jose → Las Vegas

\$137

Round trip · Economy · 1 passenger

Lowest total price

Selected flights

Departing flight · Sun, Jul 13 ✕

8:00 AM → 9:30 AM
SJC LAS ∨

Nonstop · 1 hr 30 min · Southwest

92 kg CO2e
Avg emissions

Returning flight · Thu, Jul 17 ✕

7:25 PM → 8:55 PM
LAS SJC ∨

Nonstop · 1 hr 30 min · Southwest

104 kg CO2e
+22% emissions

1 free carry-on 2 free checked bags

Baggage conditions apply to your entire trip. [Southwest bag policy](#). For non-refundable fare options, taxes may be refundable.

Booking options

Book with Southwest Airline \$137 Continue

Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply.

\$137 is low for Economy — \$123 cheaper than usual

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2025 PSUG CONFERENCE

July 11, 2025 - July 17, 2025



Extend your stay

Use calendar to manage your stay dates

Show nightly rate with taxes and fees included [Taxes and fees](#)

Calendar view showing stay dates and rates. Check-in is on Sun Jul 13, 2025. Check-out is on Thu Jul 17, 2025. Rates are shown for each night.

| Day | Rate (USD) |
|------------------------|------------|
| Thu Jul 10 | - |
| Fri Jul 11 | USD 138.00 |
| Sat Jul 12 | USD 143.00 |
| Sun Jul 13 (Check-in) | USD 58.00 |
| Mon Jul 14 | USD 48.00 |
| Tue Jul 15 | USD 48.00 |
| Wed Jul 16 | USD 48.00 |
| Thu Jul 17 (Check-out) | USD 58.00 |
| Fri Jul 18 | USD 120.00 |
| Sat Jul 19 | USD 120.00 |
| Sun Jul 20 | - |
| Mon Jul 21 | - |
| Tue Jul 22 | - |
| Wed Jul 23 | - |

Legend: Available, Selected, Event, Unavailable, Waitlist

Reservation Summary

| | |
|---|-------------------|
| Check-in | Sun, Jul 13, 2025 |
| Checkout | Thu, Jul 17, 2025 |
| Rooms | 1 |
| Guests per room | 1 |
| PLAZA HOTEL & CASINO | |
| ROH | USD 202.00 |
| 1 adult, 4 nights | |
| Change rooms | |
| Subtotal | USD 202.00 |
| TAXES & FEES | |
| Clark County Hotel Room Tax (13.0% per night) | USD 26.26 |
| Resort Fee with 13% tax (USD 11.30 per night) | USD 45.20 |
| Grand Total | USD 273.46 |

[Edit reservation](#)

[Next](#)

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

| |
|--------------------|
| Business Reviewed: |
|--------------------|

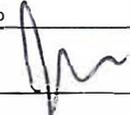
| | |
|---|---|
| Employee Name: Thiranjani Fernando | Department/Site: Student Services / Administrative Services |
| SACS Code: <u>010 - 9590 - 05200 - 00 - 0000 - 7700 - 000000 - 009 - 0570</u> | |
| Conference/Workshop Title: 2025 PSUG Conference | Conference Date(s): July 13, 2025 – July 17, 2025 |
| City: Las Vegas | State: Nevada |
| Departure Date: July 13, 2025 | Return Date: July 17, 2025 |
| <p>Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices.</p> <p>Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.</p> <p>Strategic Plan Goal 4c: Build leadership skills to support future district needs.</p> | |

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED
**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|---|--|---------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input checked="" type="checkbox"/> Brochure/Registration/Event Forms | \$699.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; # miles x \$ /mile*= <i>(*mileage rate changes yearly based on Federal law)</i> | | |
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| Flight from airport: <u>San Jose Mineta</u> | Flight to airport: <u>Harry Reid International</u> | | |
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| Meals | <input checked="" type="checkbox"/> Calculation & explanation <i>(Please find per diem rates at Per Diem Rates for California on the GSA website)</i> | \$237.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | | |
| TOTAL COST: | | \$1,489.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature:  Date: May 9, 2025

Print Name: Thiranjani Fernando Title: Information Services Technician

Supervisor Signature:  Date: May 9, 2025

Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature:  Date: 15 MAY 25
Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

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FY 2025 per diem rates for Las Vegas, Nevada

Change fiscal year: **2025** **2024** **2023** or [New search](#)



Daily lodging rates (excluding taxes) | October 2024 - September 2025



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Filter results...

| Primary destination | County | 2024 Oct | Nov | Dec | 2025 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|---------------------|--------|----------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Las Vegas | Clark | \$126 | \$126 | \$126 | \$159 | \$159 | \$159 | \$126 | \$126 | \$126 | \$126 | \$126 | \$126 |

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



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Filter results...

| Primary destination | County | M&IE total | Breakfast | Lunch | Dinner | Incidental expenses | First and last day of travel |
|---------------------|--------|------------|-----------|-------|--------|---------------------|------------------------------|
| Las Vegas | Clark | \$86 | \$22 | \$23 | \$36 | \$5 | \$64.50 |

Showing 1 to 1 of 1 entries

2025 National PSUG Event



Already Ordered?

Confirmation Number I don't know my confirmation number

- Event Home
- Contact
- Register
- Buffets
- FAQ's
- FREE Live Music
- Fremont Street Experience
- Hotel Info
- PLAZA DINING

2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

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- The registration fee does NOT cover your hotel room.



Share

San Jose ↔ Las Vegas

\$137

Round trip · Economy · 1 passenger

Lowest total price

Selected flights

Departing flight · Sun, Jul 13 ✕

8:00 AM → 9:30 AM ▾

SJC LAS

Nonstop · 1 hr 30 min · Southwest

92 kg CO₂e
Avg emissions

Returning flight · Thu, Jul 17 ✕

7:25 PM → 8:55 PM ▾

LAS SJC

Nonstop · 1 hr 30 min · Southwest

104 kg CO₂e
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Baggage conditions apply to your entire trip. [Southwest bag policy](#) For non-refundable fare options, taxes may be refundable.

Booking options



Book with Southwest Airline \$137 Continue

Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply.

\$137 is low for Economy — \$123 cheaper than usual

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HOTEL • CASINO • RESORT

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025



Extend your stay

Use calendar to manage your stay dates

Show nightly rate with taxes and fees included [Taxes and fees](#)

Check-in

| | | | | | | |
|--------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Thu Jul 10 - | Fri Jul 11 USD 138.00 | Sat Jul 12 USD 143.00 | Sun Jul 13 USD 58.00 | Mon Jul 14 USD 48.00 | Tue Jul 15 USD 48.00 | Wed Jul 16 USD 48.00 |
|--------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|

Checkout

| | | | | | | |
|-------------------------------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| Thu Jul 17 USD 58.00 | Fri Jul 18 USD 120.00 | Sat Jul 19 USD 120.00 | Sun Jul 20 - | Mon Jul 21 - | Tue Jul 22 - | Wed Jul 23 - |
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Reservation Summary

| | |
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| Grand Total | USD 273.46 |

[Edit reservation](#)

[Next](#)

Mountain View Whisman School District

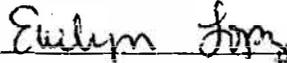
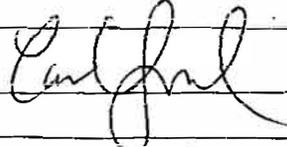
Out-of-Town Conference/Workshop Request Form

| |
|--------------------------|
| Business Reviewed: _____ |
|--------------------------|

| | |
|--|---|
| Employee Name: Evelyn Lopez | Department/Site: Student Services / Administrative Services |
| SACS Code: <u>010-0000-05200-00-0000-7400-000000-0019-0400</u> | |
| Conference/Workshop Title: 2025 PSUG Conference | Conference Date(s): July 13, 2025 – July 17, 2025 |
| City: Las Vegas | State: Nevada |
| Departure Date: July 13, 2025 | Return Date: July 17, 2025 |
| Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices. | |
| Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. | |
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| Flight from airport: _____ | Flight to airport: _____ | | |
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| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | | |
| TOTAL COST: | | \$1,489.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature:  Date: 5/20/25
 Print Name: Evelyn Lopez Title: Student Services Coordinator
 Supervisor Signature:  Date: 5/20/25
 Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
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FY 2025 per diem rates for Las vegas, Nevada

Change fiscal year: **2025** **2024** **2023** or [New search](#)



Daily lodging rates (excluding taxes) | October 2024 - September 2025



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Filter results

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| Las Vegas | Clark | \$126 | \$126 | \$126 | \$159 | \$159 | \$159 | \$126 | \$126 | \$126 | \$126 | \$126 | \$126 |

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



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|---------------------|--------|------------|-----------|-------|--------|---------------------|------------------------------|
| Las Vegas | Clark | \$86 | \$22 | \$23 | \$36 | \$5 | \$64.50 |

Showing 1 to 1 of 1 entries

2025 National PSUG Event



2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

HOTEL RESERVATION LINK IS NOW ON THE HOTEL INFO PAGE!

Already Ordered?

Confirmation Number I don't know my confirmation number

We are excited to bring you the 13th Annual National PSUG Event this summer. One of two National PSUG Events this year.

OVER 150 TRAINING SESSIONS TO CHOOSE FROM!!



Many NEW & Advanced sessions in 2025!!

A PowerSchool User Conference put on BY PowerSchool users from districts all over the United States is what you will be a part of when you attend the 2025 National PSUG Event & Vendor Expo. Attend sessions put on by fellow PowerSchool users that will give you a real world view on how others are using PowerSchool in their districts. Please note: While PowerSchool Group, LLC supports our events and will be in attendance at our conference, this is NOT one of their events. These conferences are put on "BY" PowerSchool users "FOR" PowerSchool users.



Registration info:

PLEASE MAKE PAYMENT AT THE TIME OF REGISTRATION!!!

NO REFUNDS ALLOWED FOR THIS EVENT! Substitutions are allowed or a credit for a future event only if you notify us prior to 30 days in advance of the event.

Welcome to our 13th ANNUAL NATIONAL PSUG EVENT! We will have about 100 unique PowerSchool related sessions at this event plus dozens of workshops put on by vendors that have products or services that work with PowerSchool.

Registration includes: (\$699 Regular Reg Fee!)

- 4 days of great PSUG instructor sessions
- Breakfast & lunch each day (no lunch on Thursday)
- Admission to the Vendor Expo (Dozens of PowerSchool related vendor exhibitors)
- Admission to the Welcome Reception for you & your adult guest
- Admission to the Vendor Reception for you & your adult guest
- Abundant networking opportunities with PS users from all over the world!
- The registration fee does NOT cover your hotel room.

- Event Home
- Contact
- Register
- Buffets
- FAQ's
- FREE Live Music
- Fremont Street Experience
- Hotel Info
- PLAZA DINING



Share

San Jose - Las Vegas

\$137

Round trip · Economy · 1 passenger

Lowest total price

Selected flights

Departing flight · Sun, Jul 13 ✕

8:00 AM - **9:30 AM** ∨
SJC LAS
Nonstop · 1 hr 30 min · Southwest
92 kg CO2e
Avg emissions

Returning flight · Thu, Jul 17 ✕

7:25 PM - **8:55 PM** ∨
LAS SJC
Nonstop · 1 hr 30 min · Southwest
104 kg CO2e
+22% emissions

1 free carry-on 2 free checked bags

Baggage conditions apply to your entire trip. [Southwest bag policy](#). For non-refundable fare options, taxes may be refundable.

Booking options

Book with Southwest Airline **\$137** Continue

Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply.

\$137 is low for Economy — \$123 cheaper than usual

The least expensive flights for similar trips to Las Vegas usually cost between \$230–405. ⓘ

\$137 is low





Extend your stay

Use calendar to manage your stay dates

Show nightly rate with taxes and fees included Taxes and fees

| | | | | | | |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Thu Jul 10 | Fri Jul 11 | Sat Jul 12 | Sun Jul 13 | Mon Jul 14 | Tue Jul 15 | Wed Jul 16 |
| - | USD 138.00 | USD 143.00 | USD 58.00 | USD 48.00 | USD 48.00 | USD 48.00 |

| | | | | | | |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Thu Jul 17 | Fri Jul 18 | Sat Jul 19 | Sun Jul 20 | Mon Jul 21 | Tue Jul 22 | Wed Jul 23 |
| USD 58.00 | USD 120.00 | USD 120.00 | - | - | - | - |

| | | | | |
|-----------|----------|-------|-------------|----------|
| Available | Selected | Event | Unavailable | Waitlist |
|-----------|----------|-------|-------------|----------|

Reservation Summary

| | |
|--|-------------------|
| Check-in | Sun, Jul 13, 2025 |
| Checkout | Thu, Jul 17, 2025 |
| Rooms | 1 |
| Guests per room | 1 |
| PLAZA HOTEL & CASINO | |
| ROH 1 adult, 4 nights Change rooms | USD 202.00 |
| Subtotal | USD 202.00 |
| TAXES & FEES | |
| Clark County Hotel Room Tax 12.0% per night | USD 26.26 |
| Resort Fee with 13% tax USD 11.30 per night | USD 45.20 |
| Grand Total | USD 273.46 |

Edit reservation

Next

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

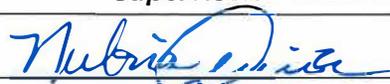
| |
|--------------------|
| Business Reviewed: |
|--------------------|

| | |
|--|---|
| Employee Name: Nubia Avina | Department/Site: Student Services / Administrative Services |
| SACS Code: <u>010 - 0000 - 05200 - 00 - 0800 - 7400 - 000000 - 009 - 0400</u> | |
| Conference/Workshop Title: 2025 PSUG Conference | Conference Date(s): July 13, 2025 – July 17, 2025 |
| City: Las Vegas | State: Nevada |
| Departure Date: July 13, 2025 | Return Date: July 17, 2025 |
| Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices. | |
| Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. | |
| Strategic Plan Goal 4c: Build leadership skills to support future district needs. | |

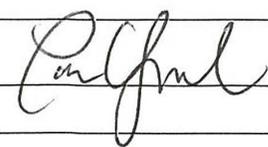
Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

| Cost/Fees | Checkmark = Information Attached | Estimate | Actual |
|---|--|---------------------|--------|
| Substitute(s) if needed | <input type="checkbox"/> # half day subs or # full day subs, and relevant info | | |
| Conference Registration | <input checked="" type="checkbox"/> Brochure/Registration/Event Forms | \$699.00 | |
| Vehicle Miles | <input type="checkbox"/> Travel map for distance; # miles x \$ _____ /mile*= <small>(*mileage rate changes yearly based on Federal law)</small> | | |
| Air Travel | <input checked="" type="checkbox"/> Flight cost calculation estimate <small>(re. Google flight page)</small> | \$200.00(roundtrip) | |
| Flight from airport: _____ | Flight to airport: _____ | | |
| Lodging/Hotel Over 75 miles away <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input checked="" type="checkbox"/> (Cost calculation estimate <small>(re. Hotel webpage with current rates)</small>) | \$300.00 | |
| Transfers to/from Airport | <input checked="" type="checkbox"/> Mode of transportation and details <small>(bus, taxi, train, etc.)</small> | \$50.00 | |
| Transfers to/from Lodging | <input type="checkbox"/> Mode of transportation and details <small>(bus, taxi, train, etc.)</small> | | |
| Transportation during trip | <input type="checkbox"/> Rental car info, parking fee, taxi, train, etc. | | |
| Meals | <input checked="" type="checkbox"/> Calculation & explanation <small>(Please find per diem rates at Per Diem Rates for California on the GSA website)</small> | \$237.00 | |
| Other Costs | <input type="checkbox"/> Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost | | |
| TOTAL COST: | | \$1,489.00 | |
| Supervisor: Please Initial Actual Total Cost Post Travel: | | | |

Employee Signature:  Date: 5/20/25

Print Name: Nubia Avina Title: Student Services Manager

Supervisor Signature:  Date: 5/20/25

Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: _____

Print Name: _____ Title: _____

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

FY 2025 per diem rates for Las vegas, Nevada

Change fiscal year: 2025

2024

2023

or

[New search](#)



Daily lodging rates (excluding taxes) | October 2024 - September 2025



Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Filter results...

| Primary destination | County | 2024 Oct | Nov | Dec | 2025 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|---------------------|--------|----------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Las Vegas | Clark | \$126 | \$126 | \$126 | \$159 | \$159 | \$159 | \$126 | \$126 | \$126 | \$126 | \$126 | \$126 |

Showing 1 to 1 of 1 entries



Meals and incidental expenses (M&IE) rates and breakdown



The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Filter results...

| Primary destination | County | M&IE total | Breakfast | Lunch | Dinner | Incidental expenses | First and last day of travel |
|---------------------|--------|------------|-----------|-------|--------|---------------------|------------------------------|
| Las Vegas | Clark | \$86 | \$22 | \$23 | \$36 | \$5 | \$64.50 |

Showing 1 to 1 of 1 entries

2025 National PSUG Event



Already Ordered?

Confirmation Number

I don't know my confirmation number

Event Home

Contact

Register

Buffets

FAQ's

FREE Live Music

Fremont Street Experience

Hotel Info

PLAZA DINING

2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

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\$137

Round trip · Economy · 1 passenger

Lowest total price

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8:00 AM → 9:30 AM ▼

SJC LAS

Nonstop · 1 hr 30 min · Southwest

92 kg CO₂e

Avg emissions

Returning flight · Thu, Jul 17 ✕

7:25 PM → 8:55 PM ▼

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Check-out

| | | | | | | |
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Available
 Selected
 Event
 Unavailable
 Waitlist

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[Edit reservation](#)

[Next](#)

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

This resolution recognizes June as LGBTQ+ Pride Month, celebrating the diversity, dignity, and ongoing contributions of the LGBTQ+ community

Fiscal Implication:

None

Recommended Action:

Staff recommends the Board approve Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month | Backup Material | 6/10/2025 |

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

RESOLUTION NO. 01-061225

A RESOLUTION SUPPORTING RECOGNITION OF LGBTQ+ PRIDE MONTH

WHEREAS, it is the right of every child, regardless of gender identity, gender expression, or sexual orientation, to access a free public K-12 education and the District welcomes and supports all students; and

WHEREAS, the District has a responsibility to ensure that all students who reside within its boundaries, regardless of gender identity, gender expression, or sexual orientation, can safely access a free public K-12 education; and

WHEREAS, research on LGBTQ+ Young People noted that attending a school with even one anti-LGBTQ+ policy is associated with higher rates of anxiety, depression, and past-year suicide attempts for young LGBTQ+ students; and

WHEREAS, students attending schools with anti-LGBTQ+ policies face dramatically increased mental health challenges, including higher rates of anxiety, depression, seriously considering suicide, and suicide attempts compared to students in schools with no anti-LGBTQ+ policies; and

WHEREAS, research shows that LGBTQ+ students in schools with anti-LGBTQ+ policies experience higher rates of victimization, including verbal harassment and physical attacks (62% vs. 38%), and have reduced access to supportive school-based resources.

WHEREAS, The Trevor Project's findings demonstrate that supportive school environments are directly associated with better mental health outcomes and lower suicide risk among LGBTQ+ students; and

WHEREAS, Mountain View Whisman School District prohibits discrimination, including discrimination based on gender identity, gender expression, and sexual orientation; and

WHEREAS, in accordance with Assembly Bill 493 (AAB 493), school site and community resources for the support of LGBTQ+ students improves school climate for all students; and,

WHEREAS, the District supports celebrating our different identities; integrity in how we treat others; and courage to do what's right by listening to, learning from, and respecting diverse viewpoints; and

WHEREAS, educational personnel are often the primary sources of support, resources, and information to assist and support students and student learning, which includes their social and emotional health; and

WHEREAS, LGBTQ+ students deserve the right to feel safe in school, to openly discuss their LGBTQ+ identity with peers and adults without fear, and to see themselves reflected in school practices; and

AND WHEREAS, Mountain View Whisman School District affirms its commitment to being a place where all students feel empowered to reach their highest potential, acknowledging that this excellence is borne from a deep well of knowledge sustained through our diversity; and,

THEREFORE, BE IT RESOLVED, that the District shall designate June as LGBTQ+ Pride Month; and

BE IT FURTHER RESOLVED, that the Mountain View Whisman School District will raise Progress Pride flags within the first week in June at the District Office and keep the flags up the entire month of June; and,

BE IT FURTHER RESOLVED, that the District commits to maintaining and expanding supportive school environments that protect LGBTQ+ students from discrimination and harassment; and

BE IT FURTHER RESOLVED, that the District affirms its commitment to implementing policies and practices that support rather than harm LGBTQ+ students, recognizing the documented relationship between anti-LGBTQ+ school policies and increased rates of anxiety, depression, and suicidal behavior among young people.

PASSED AND ADOPTED by the Governing Board of the Mountain View Whisman School District this 12th day of June 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the above is a true copy of a resolution adopted by the Mountain View Whisman School District Board of Trustees at a regular meeting as stated above.

President
Board of Trustees
Mountain View Whisman School District

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) i-Ready Diagnostic 3 Assessment Report

Estimated Time:

Person Responsible:

Cyndee Nguyen, Ed.D.

Interim Director of Curriculum, Instruction, and Assessment

Background:

Staff is presenting an overview of i-Ready Diagnostic 3 results. i-Ready is one of the district's benchmarking tools to measure progress in reading and math.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| i-Ready Diagnostic 3 Assessment Report | Backup Material | 6/5/2025 |
| Appendix Data Slides | Backup Material | 6/5/2025 |



Mountain View
Whisman
School District

i-Ready Diagnostic 3 Assessment Data

June 12, 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 i-Ready Diagnostic 3 results
- Provide an overview of current work being done to improve outcomes
- Provide an update on considerations for our work and next steps

What is i-Ready?

- Research-based assessment for students in Grades K-12
- Computer-adaptive assessment in Reading and Mathematics
- Aligned to California State Standards
- Strongly correlated to performance on CAASPP (SBAC)
 - Similar computer-based format

Different Ways to View i-Ready Data

| | Proficiency Placements |
|------------------------|---|
| Definition | Student's performance relative to their grade level Criterion-referenced |
| Purpose and Use | To understand at which grade level a student is performing in comparison to their chronological grade level |
| Levels | <ul style="list-style-type: none">● At or Above Grade Level: Students at this level continue to benefit from grade level instruction (Tier 1)● One Grade Level Below: Students at this level will benefit from grade-level instruction with targeted support (Tier 2)● Two or More Grade Levels Below: Students at this level will likely need instruction focused on prerequisite skills to be successful in grade-level instruction (Tier 3) |

Different Ways to View i-Ready Data (cont.)

| | Growth Measures |
|------------------------|---|
| Definition | Differentiated goals based on student's baseline performance each year Reset every year |
| Purpose and Use | To understand how much each student needs to grow to reach proficiency (below grade level baseline), or maintain/improve proficiency (at or above grade level baseline) |
| Levels | <p>Median: The middle value when student growth data is arranged from lowest to highest.</p> <p>Typical Growth: The average annual growth of students at each grade and placement level. Derived using the median. Shows how a student is growing compared to average student growth at the same grade and baseline placement level</p> <p>Stretch Growth: The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels. Shows growth path of similar students who have reached proficiency over several years time.</p> |

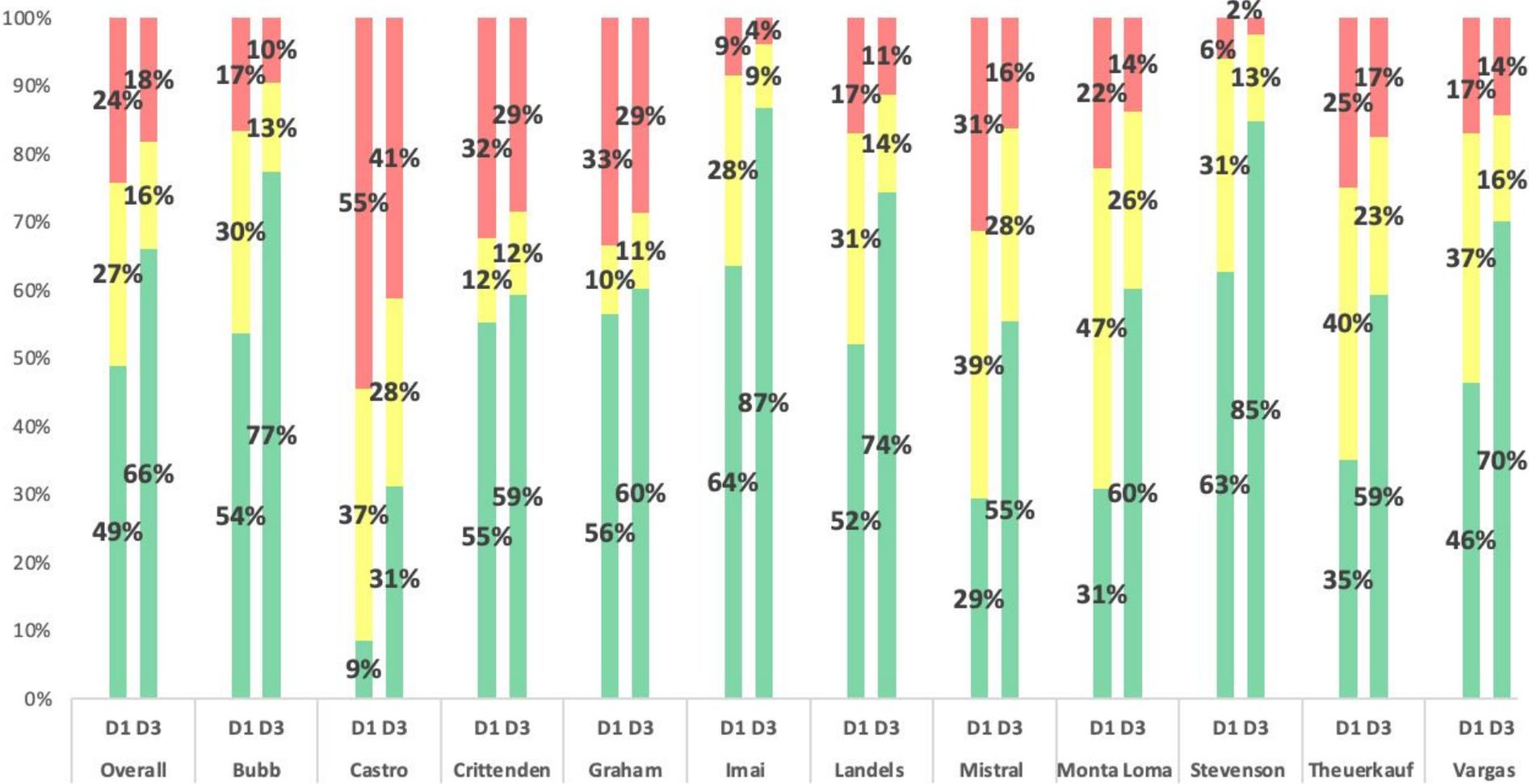


Mountain View
Whisman
School District

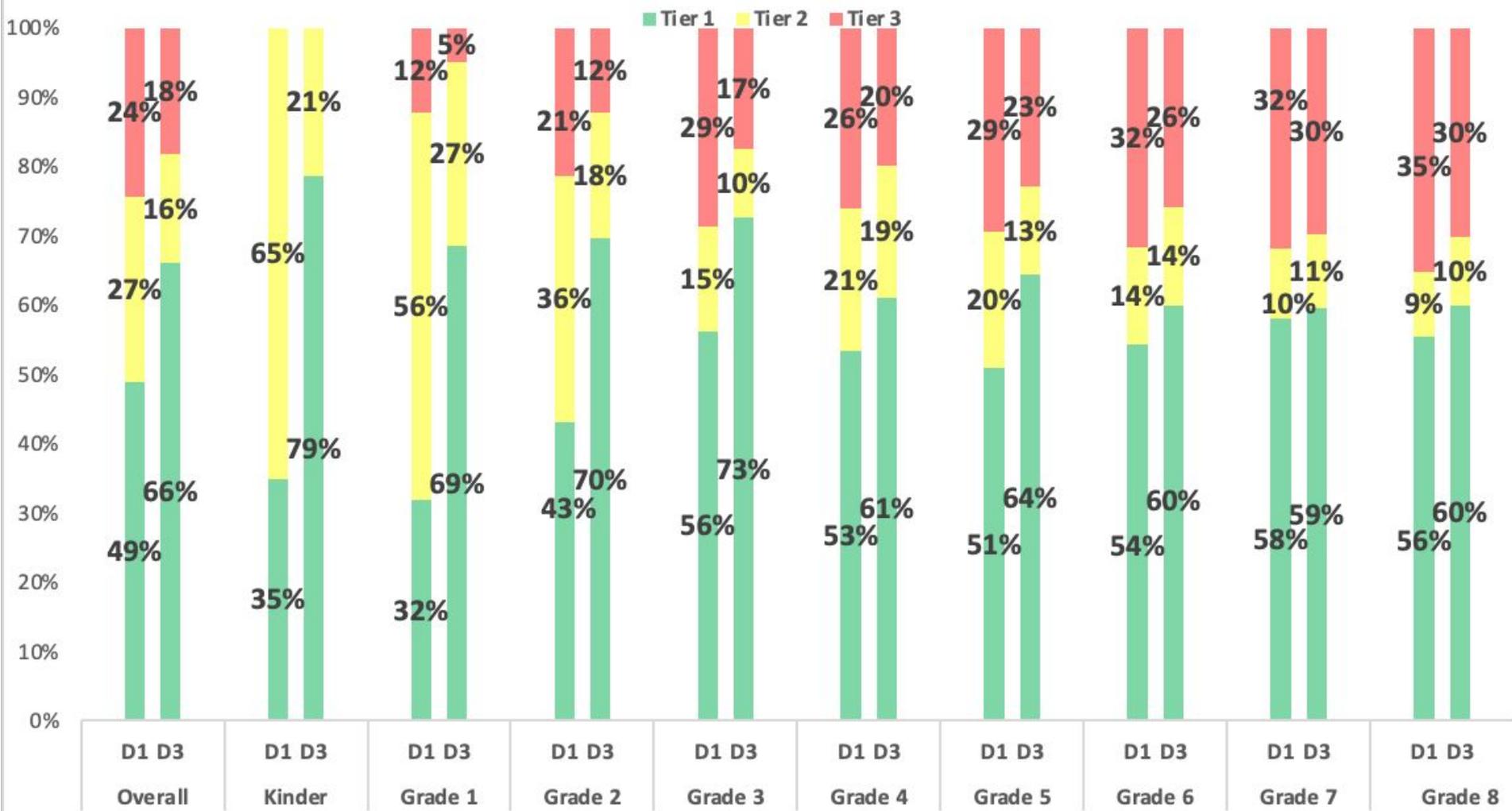
What Does the Data Show?

i-Ready Reading by Site (2024-25 D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3

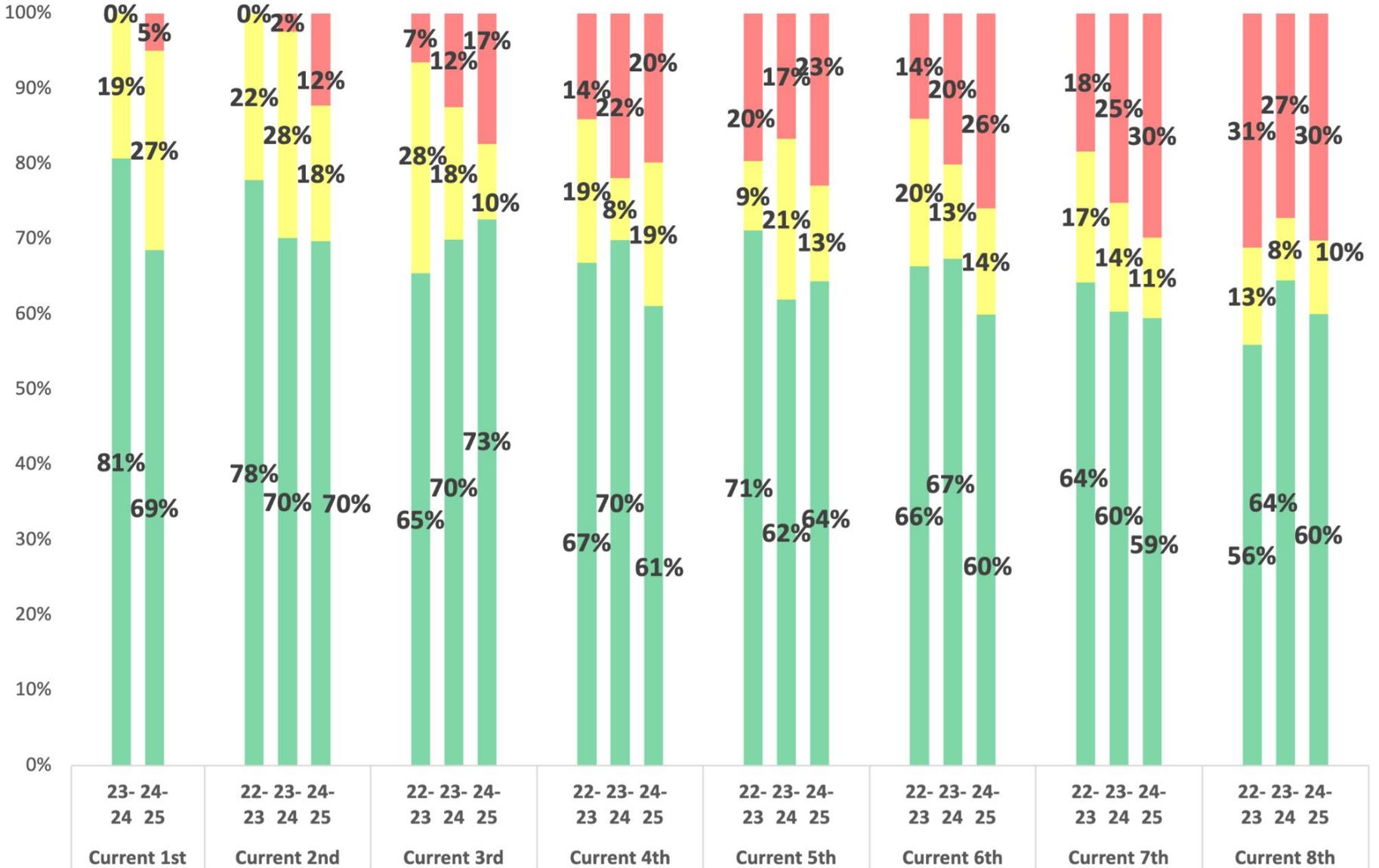


i-Ready Reading by Grade Level (2024-25 D1 to D3)



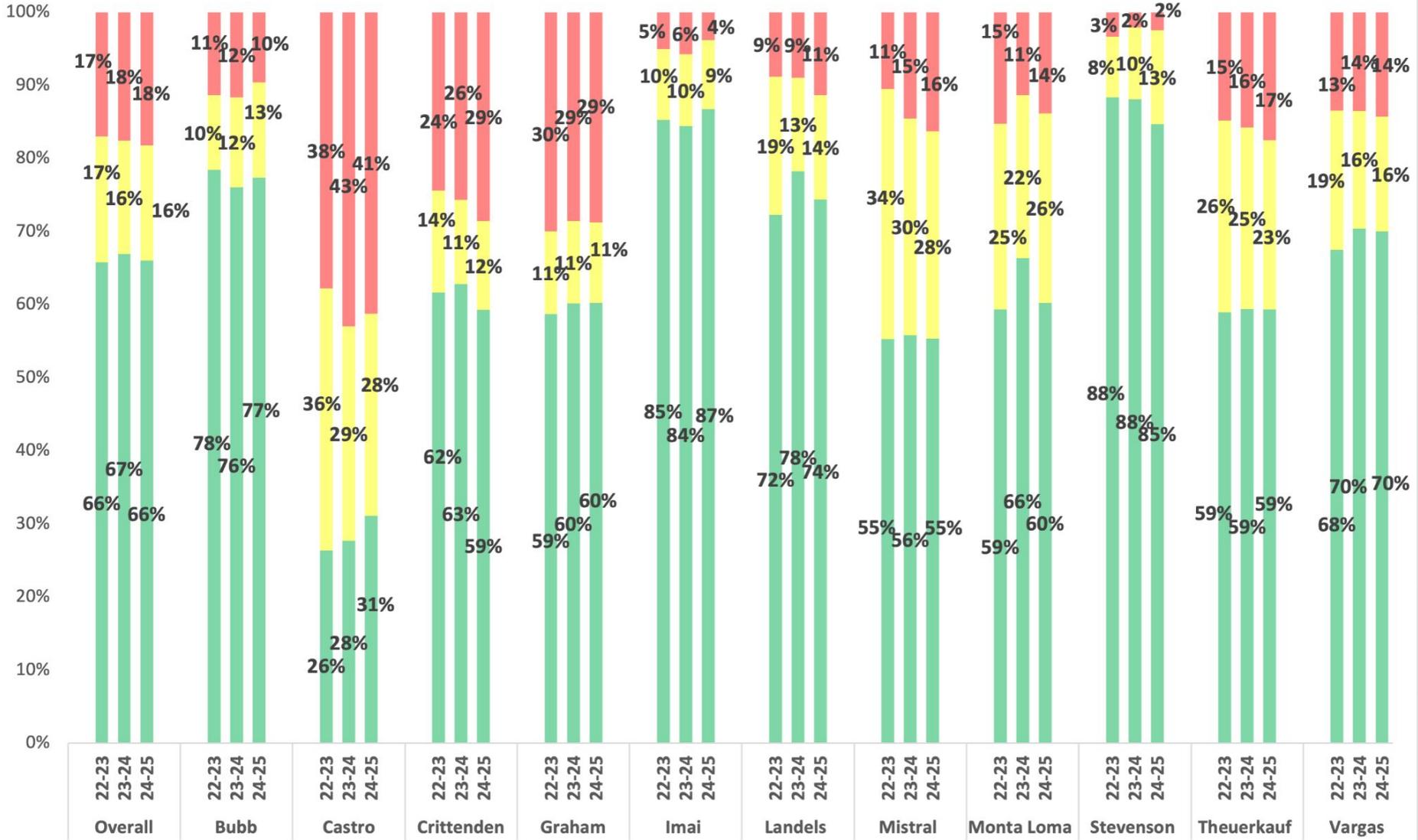
i-Ready Reading--MVWSD (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



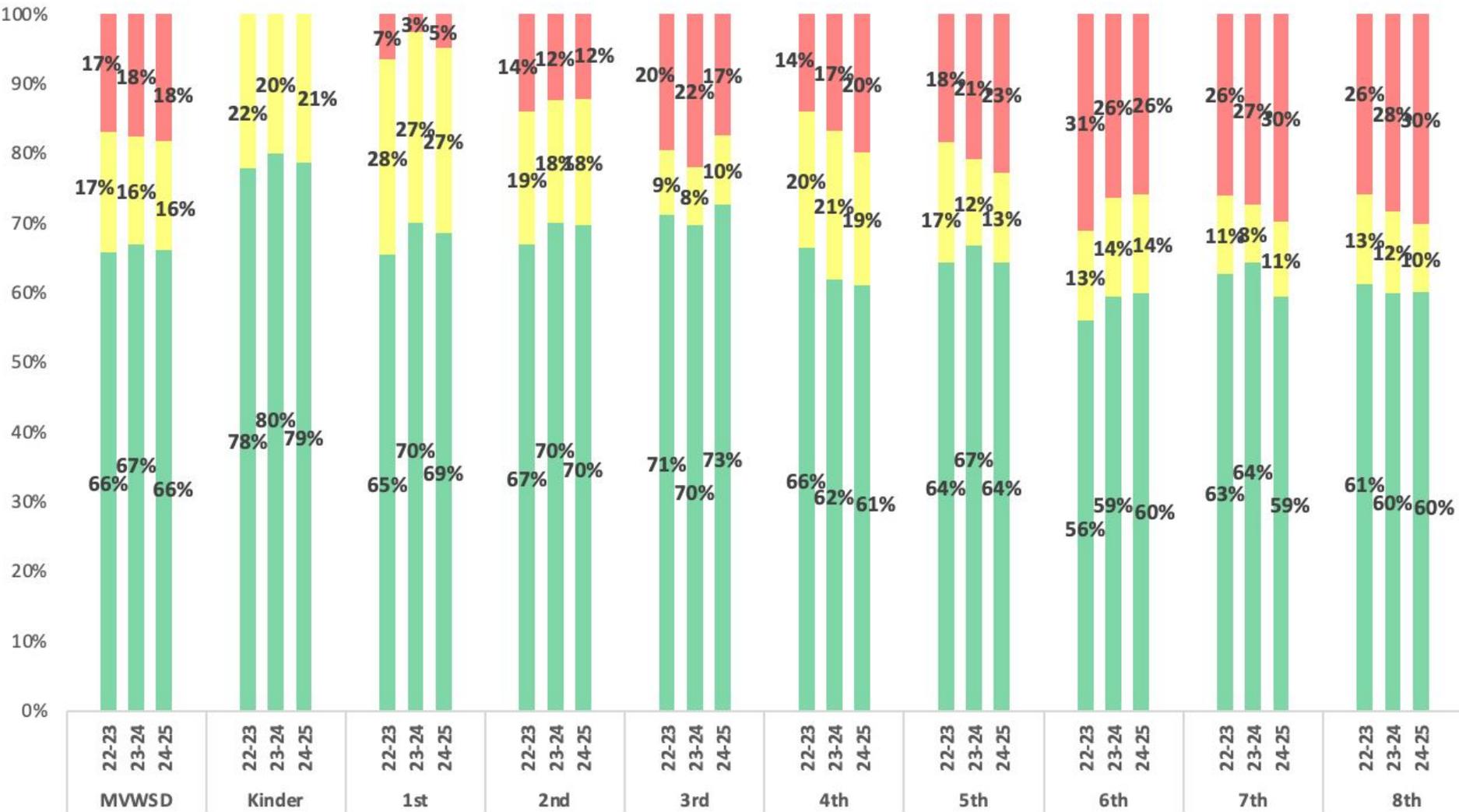
i-Ready Reading by Site (D3 Year to Year)

Tier 1 Tier 2 Tier 3

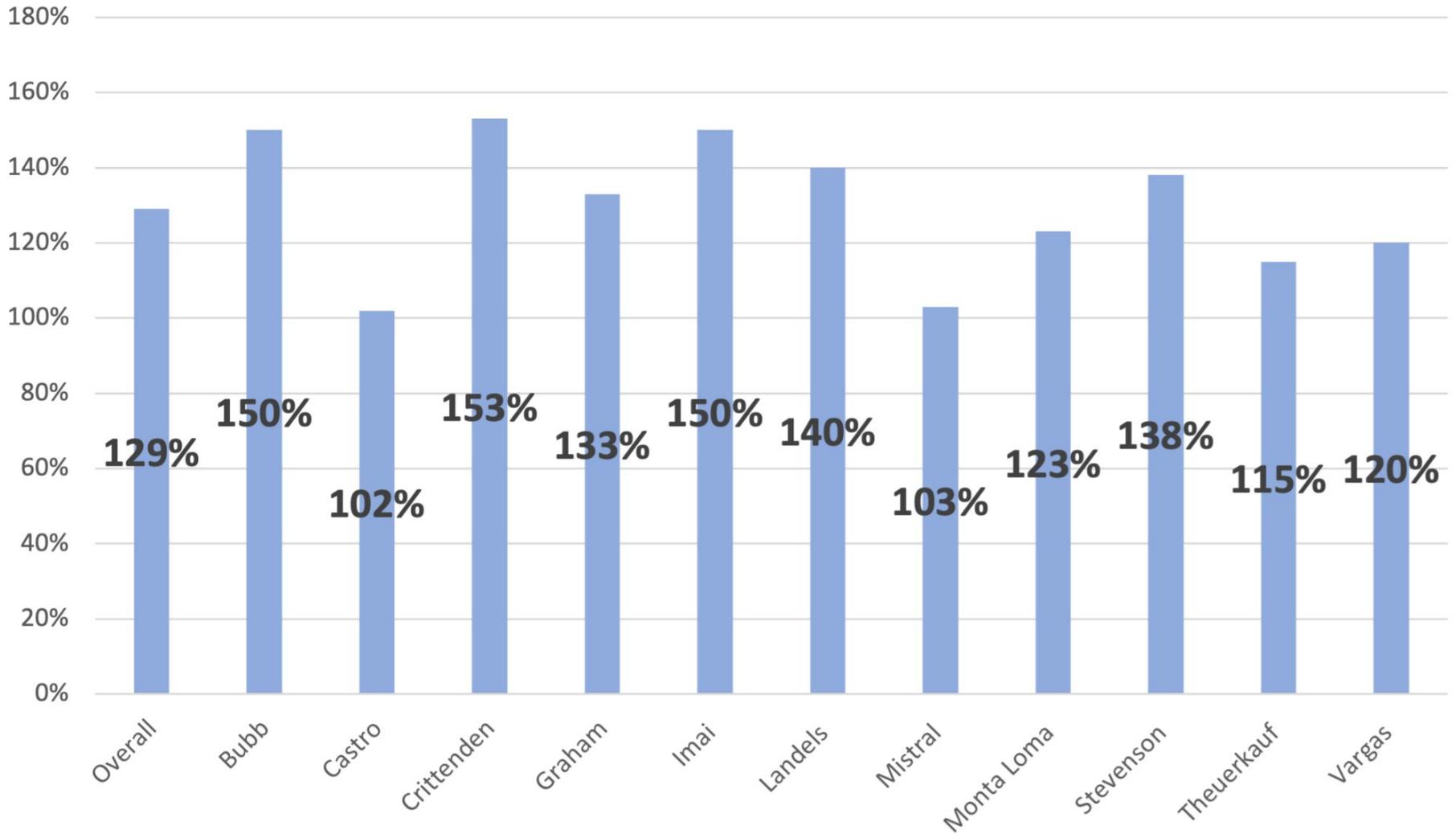


i-Ready Reading by Grade Level (D3 Year to Year)

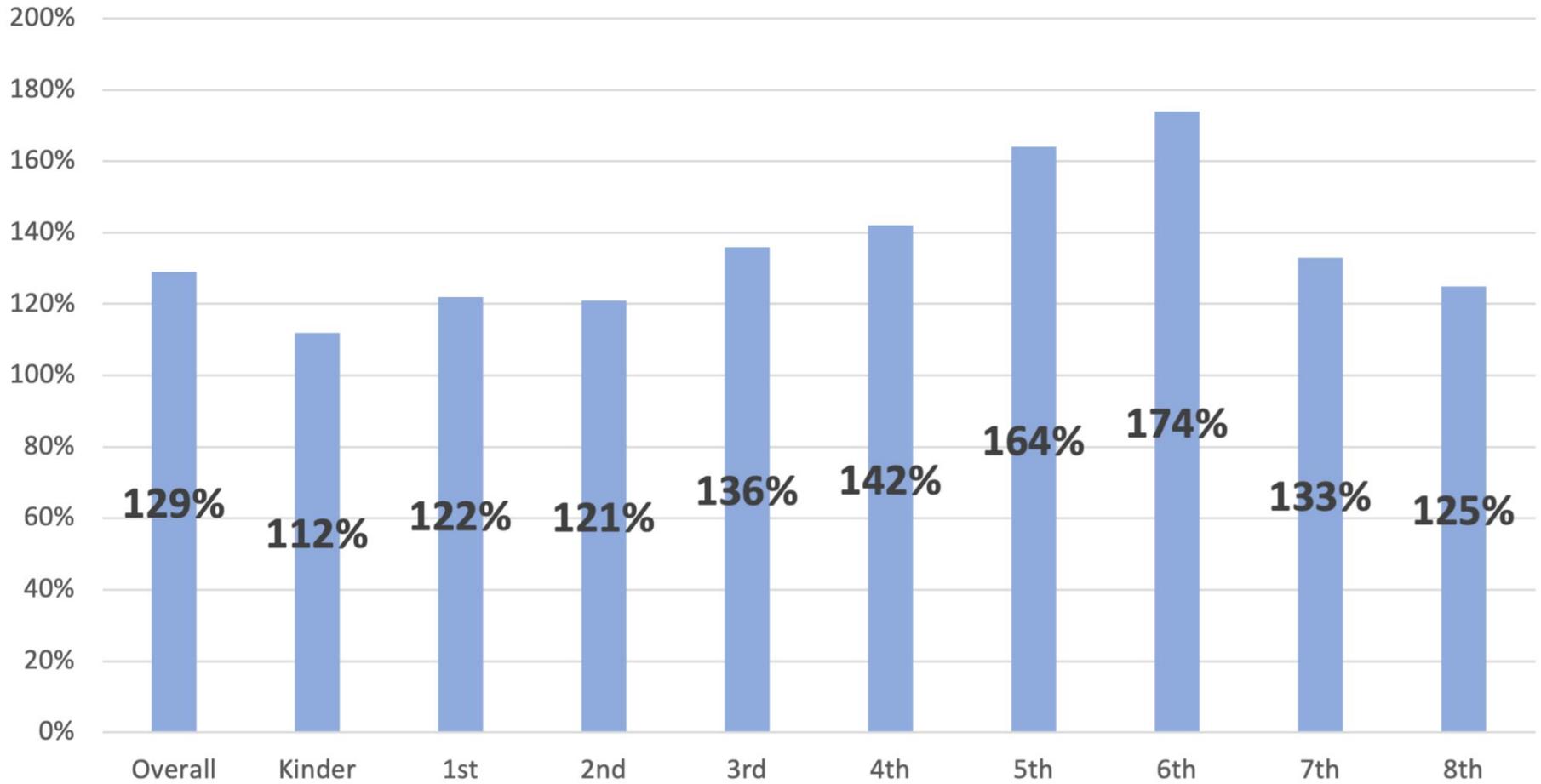
Tier 1 Tier 2 Tier 3



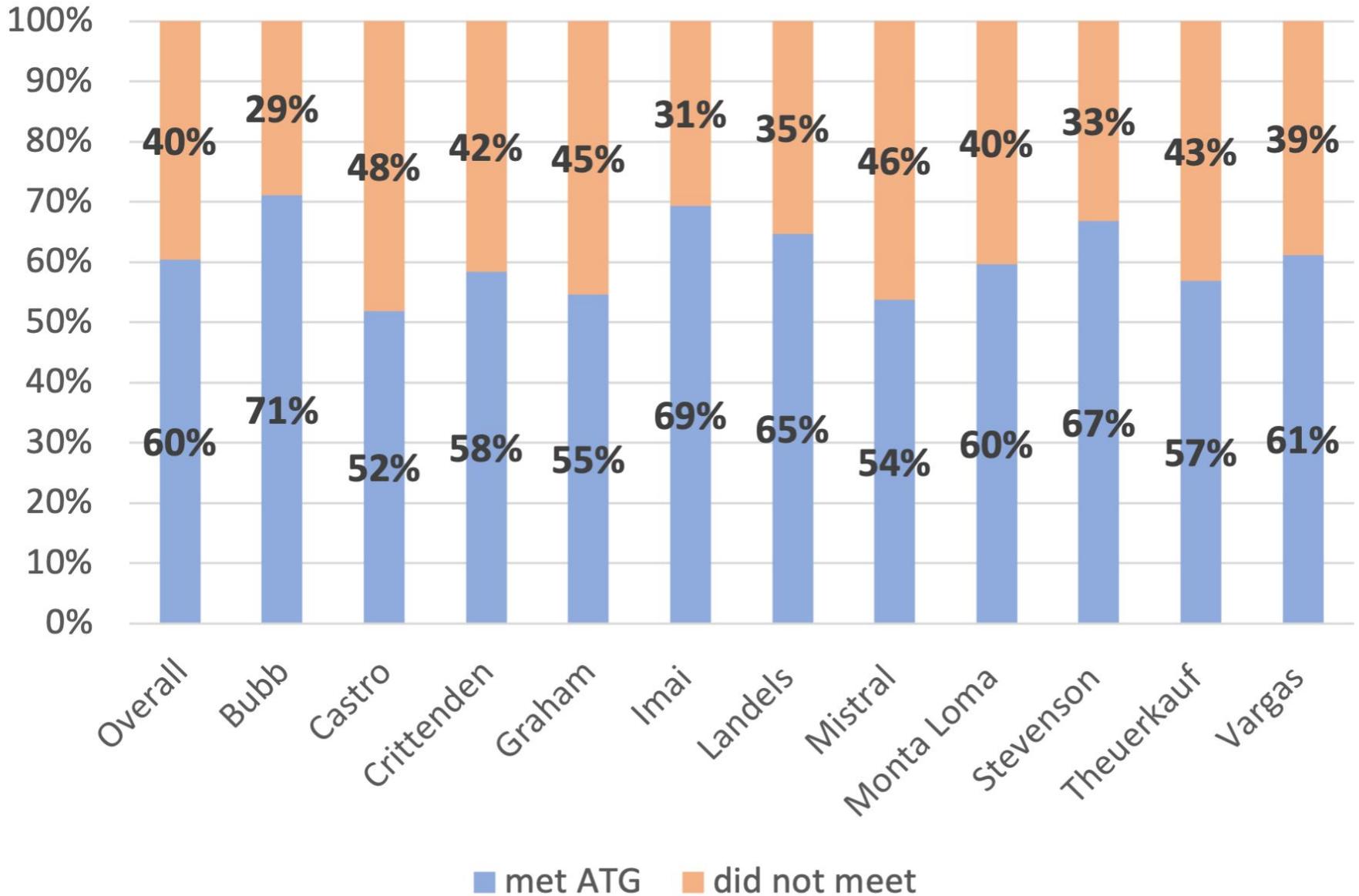
Reading Progress to Annual Typical Growth (Median)



Reading Progress to Annual Typical Growth (Median)



i-Ready Reading Annual Typical Growth



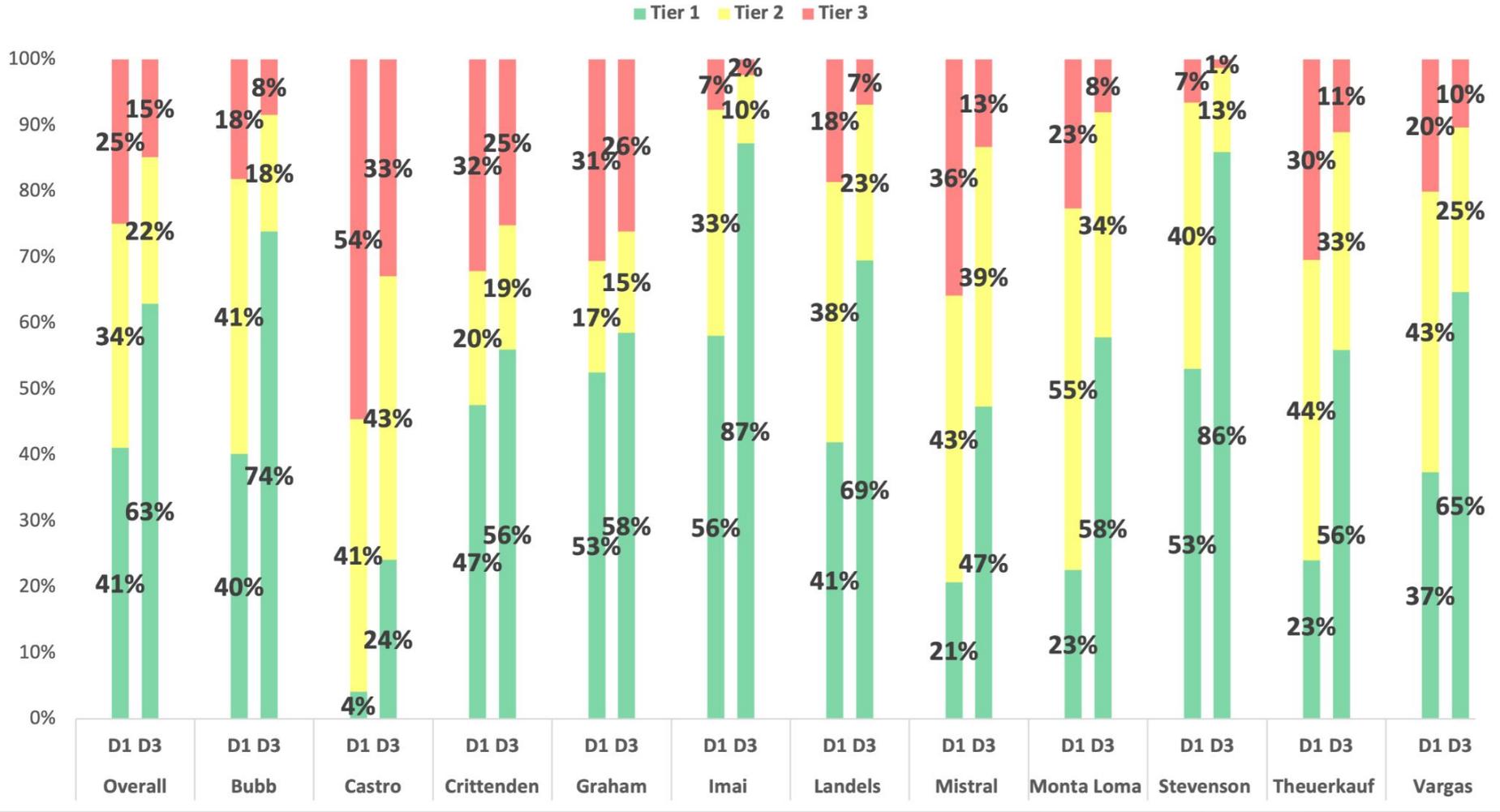
Data Summary--Reading

- Overall 17% increase in proficiency from D1 to D3
 - largest growth is in K-2
 - Castro Kinder +70%--higher than the district K average
 - Monta Loma Kinder +56%
 - Imai and Theuerkauf 2nd grade doubled proficiency
 - D1 to D3 proficiency growth slows in the upper grades, with minimal proficiency growth in the middle schools
- Current 3rd grade cohort continues to make steady growth each year
- Year to year data shows steady proficiency rates overall
 - Castro seeing increases overall
- Students receiving intervention through the early literacy program continue to make gains (D1 to D3: +15% Tier 1 and -27% Tier 3)
 - largest impact is in K-1

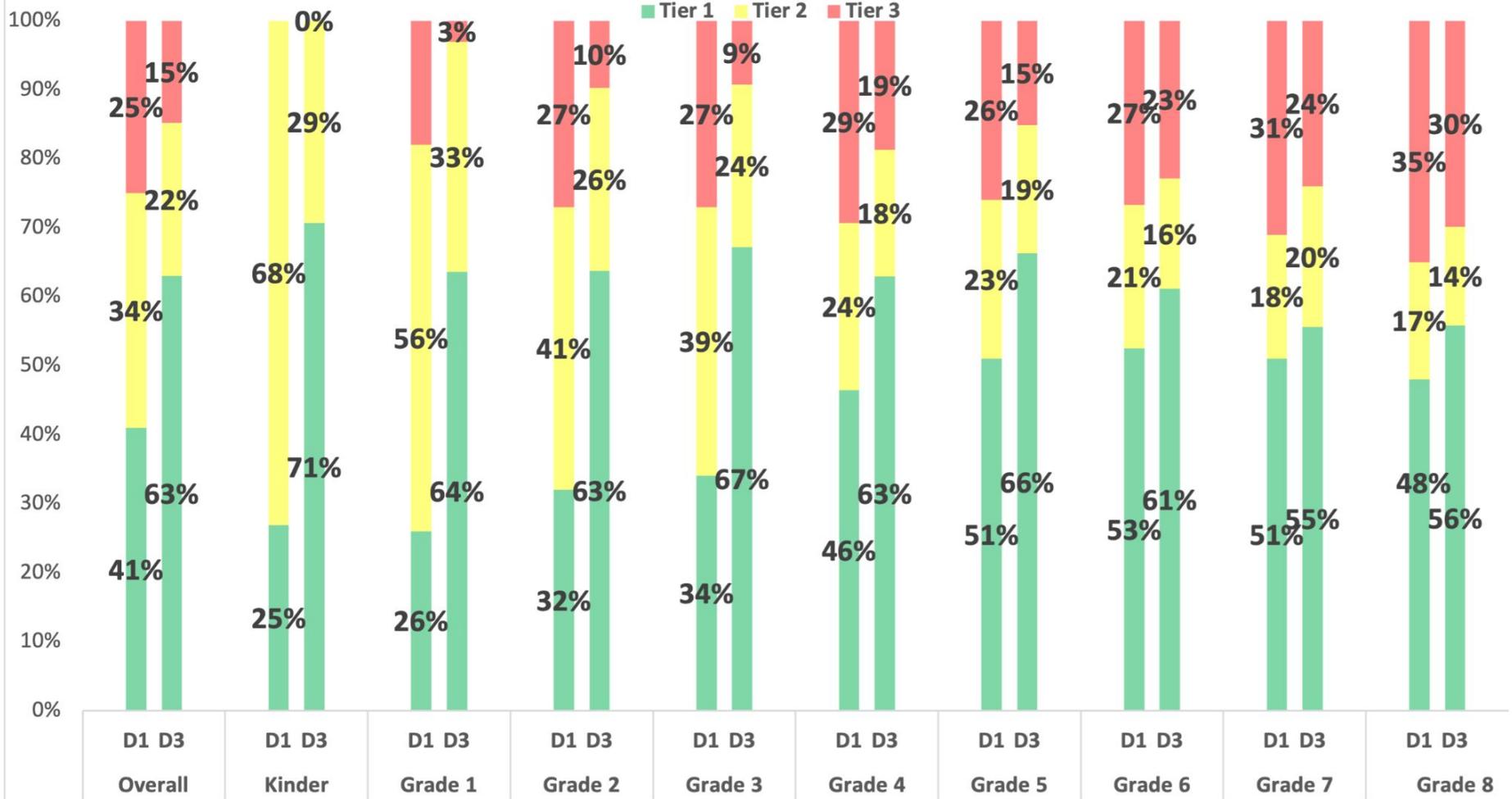
Data Summary--Reading (cont.)

- Median progress to annual typical growth is 129% (more than a year's growth)
 - All sites greater than 100%
 - All reported student groups above 100% except for SED (98%)
 - Although the D1 to D3 proficiency rate only grew 6% in 6th grade, the median progress to annual typical growth was 174%, indicating that 6th grade students are making more than a year's growth, but not yet meeting grade level proficiency

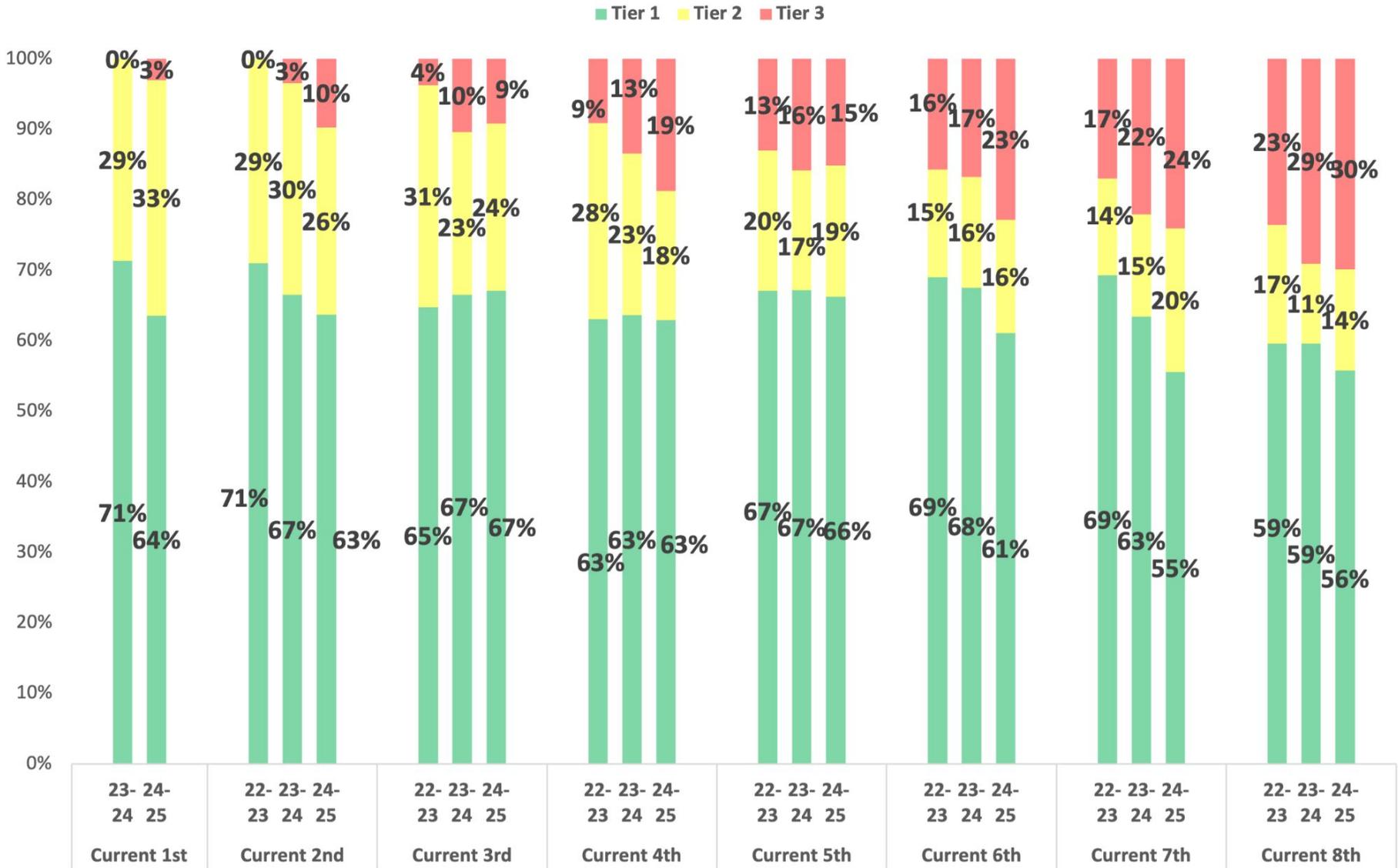
i-Ready Math by Site (2024-25 D1 to D3)



i-Ready Math by Grade Level (2024-25 D1 to D3)

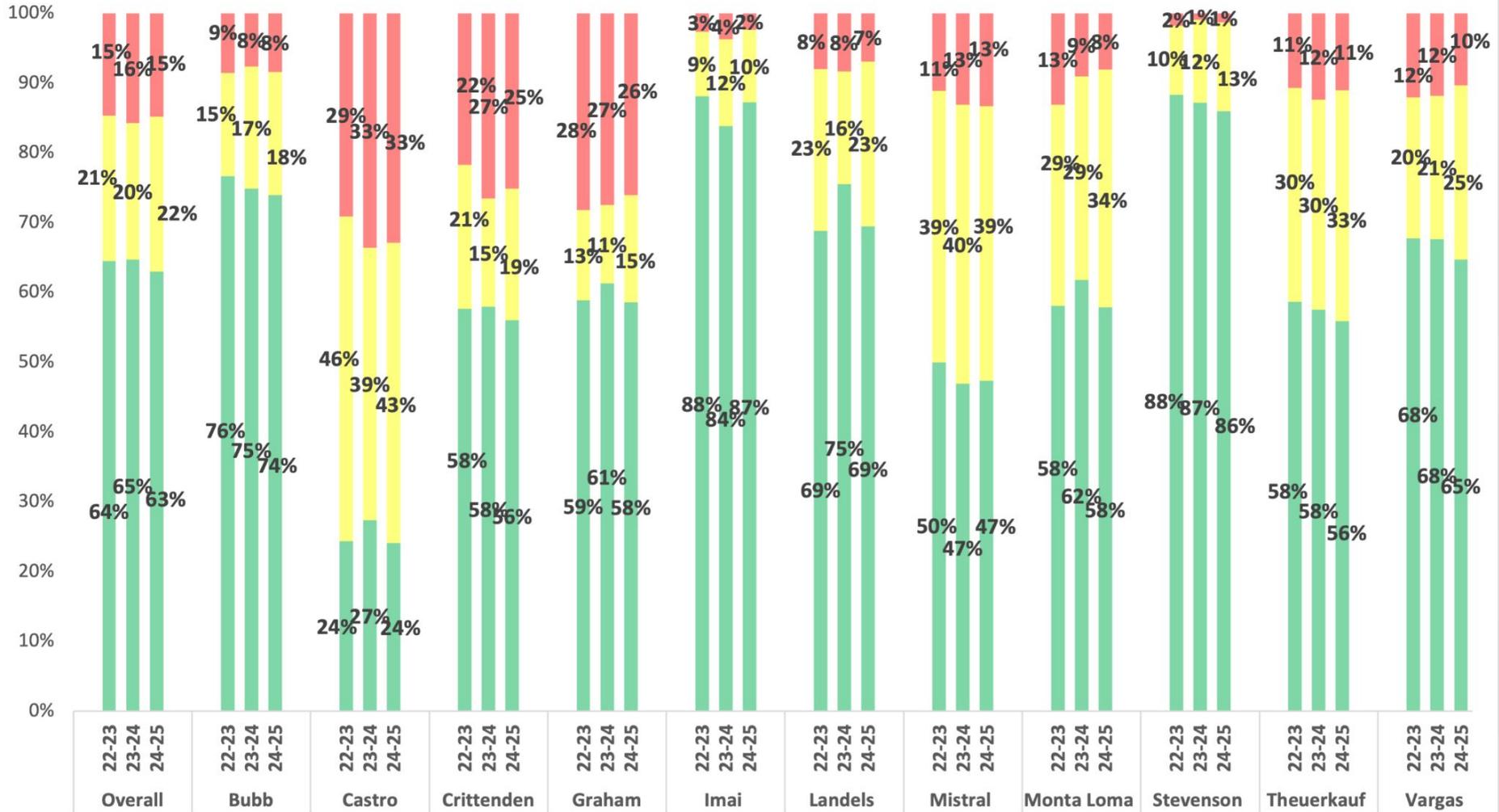


i-Ready Math-MVWSD (D3 Cohort Comparison)

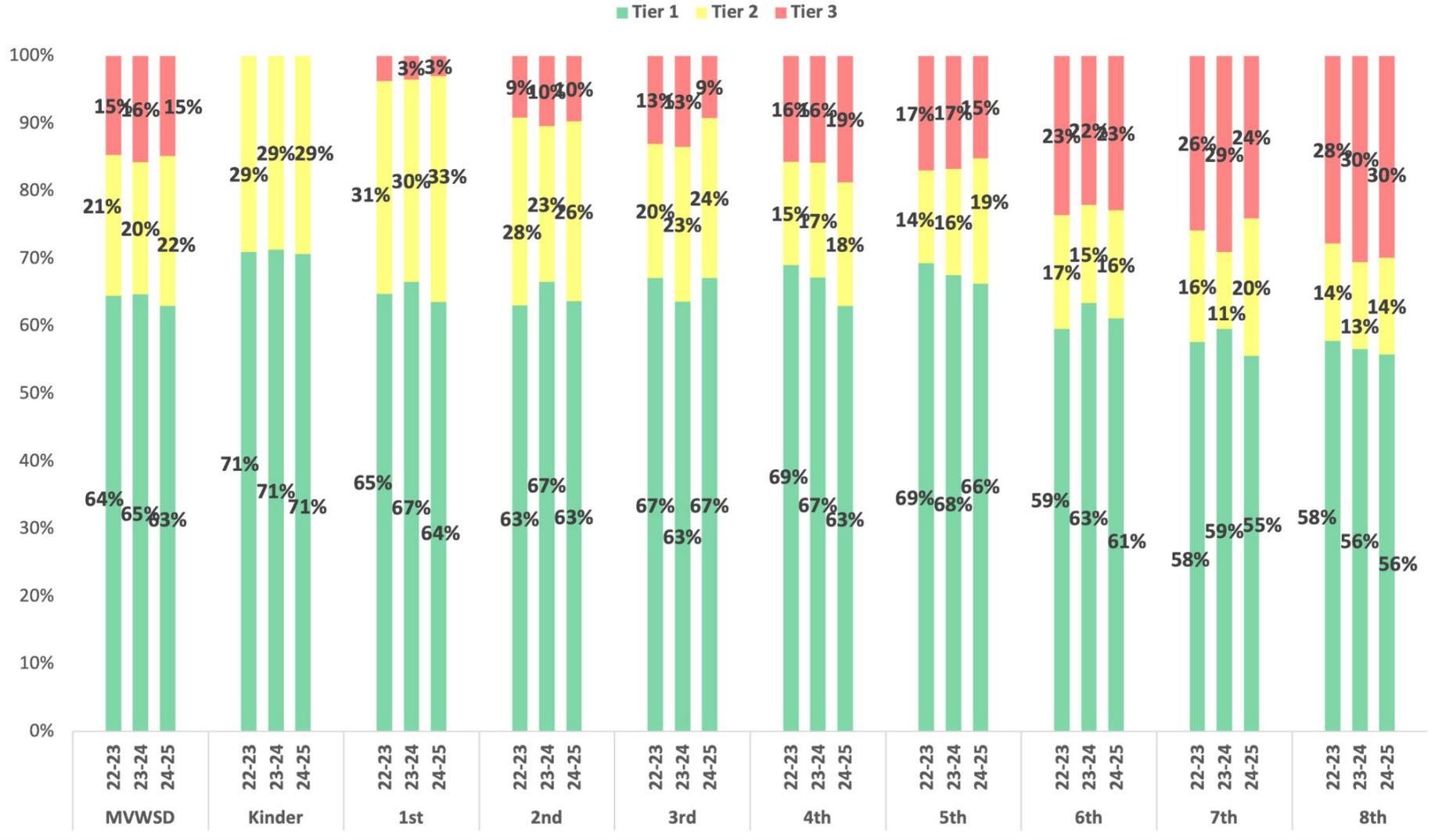


i-Ready Math by Site (D3 Year to Year)

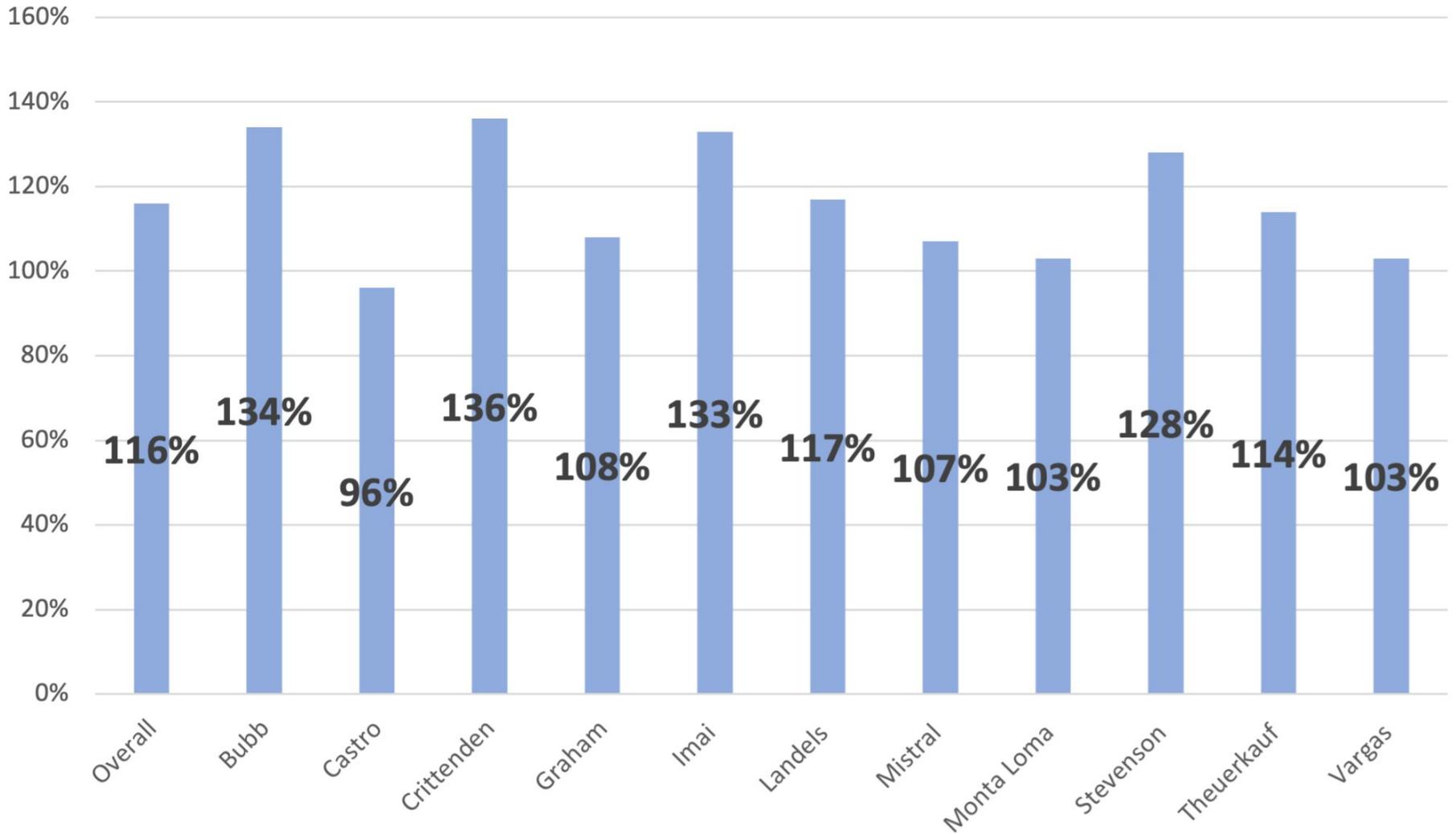
■ Tier 1 ■ Tier 2 ■ Tier 3



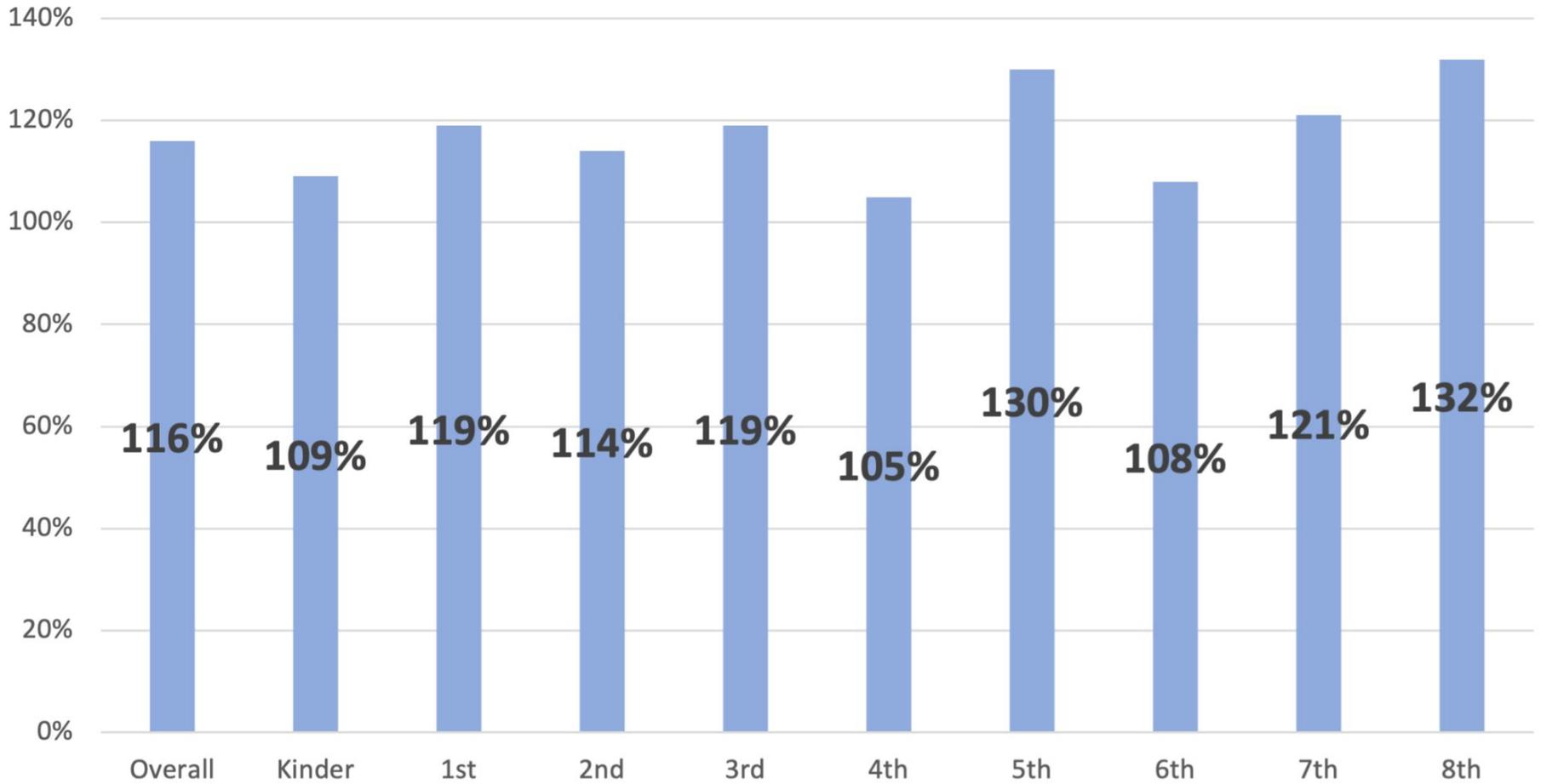
i-Ready Math by Grade Level (D3 Year to Year)



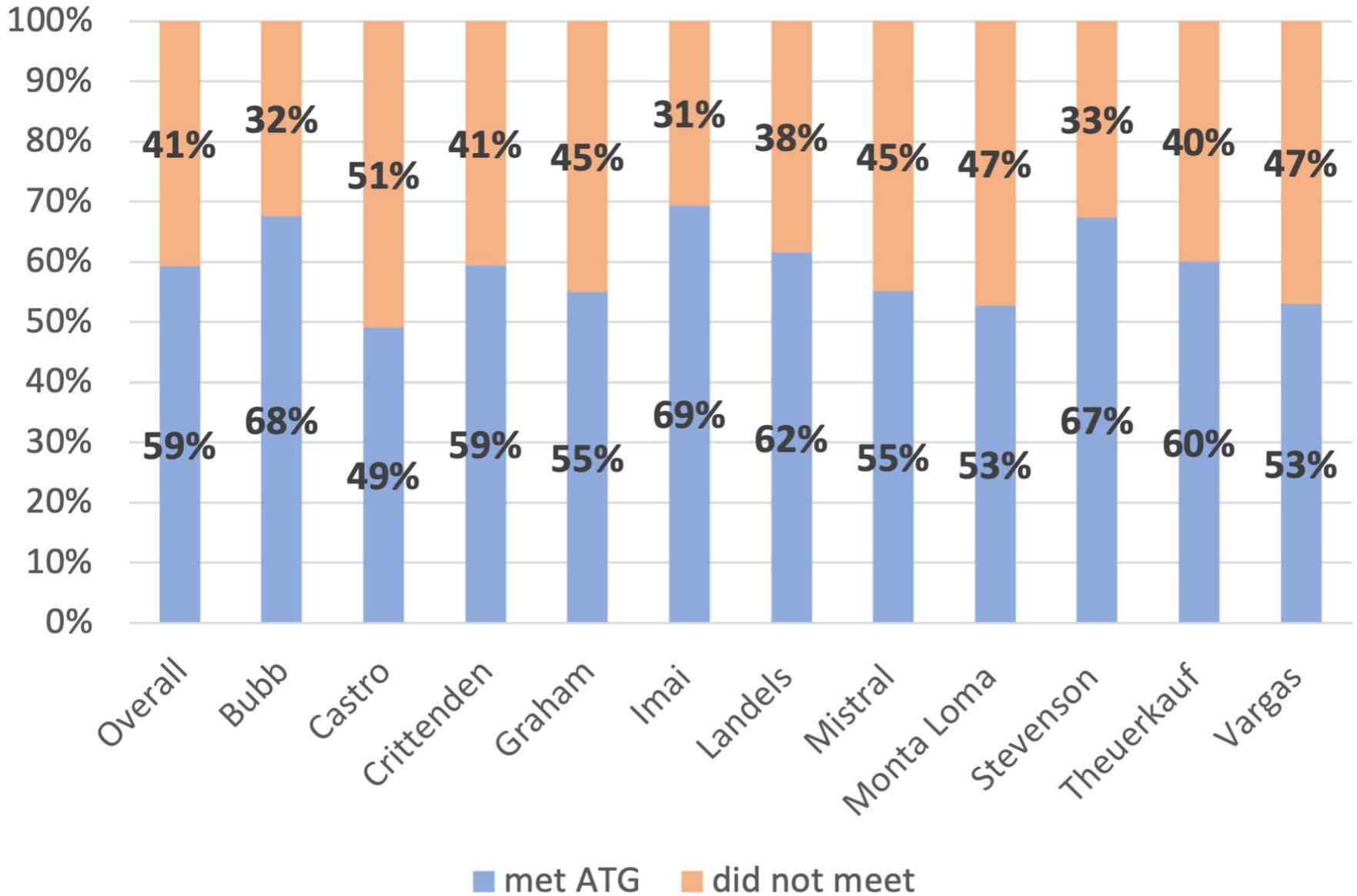
Math Progress to Annual Typical Growth (Median)



Math Progress to Annual Typical Growth (Median)



i-Ready Math Annual Typical Growth



Data Summary--Math

- Overall 22% increase in D1 to D3 proficiency
 - largest growth in K-3
- Current 3rd grade cohort also continues to make steady growth each year
 - Current 4th grade cohort maintaining proficiency while other cohorts decreasing proficiency
- Year to year data shows slight decrease (-2%) in proficiency overall
 - Imai's proficiency rate increased from last year (+3%) while all other sites saw a decline

Data Summary--Math

- Median progress to annual typical growth is 116%
 - All sites great than 100% except Castro (96%)
 - Greatest median growth in 5th and 8th grades
 - All reported student groups greater than 100% except Hispanic/Latino (97%)



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2024-25 Work to Date

Summary of 2024-25 Work to Date

- Increased focus on providing strong, evidence-based Tier 1 (core) instruction
 - Implemented Science of Reading-aligned curriculum in elementary schools
 - Supported through ongoing peer-led Professional Development and district-wide collaboration
 - Implemented integrated play-based PK and TK curriculum
 - Used numerous data points (i-Ready, curriculum-based measures, early literacy assessments, unit tests, exit tickets, observations, interviews, etc.) to intentionally plan → removing barriers and providing access to core curriculum for all students
 - Implemented math team teaching at several elementary school sites

Summary of 2024-25 Work to Date

- Tiered instruction and interventions through the Multi-Tiered System of Supports (MTSS) framework
 - Expanded reading intervention to include multi-grade, school-wide intervention blocks
 - Increased intensity of interventions based on data
 - Increase progress monitoring frequency to make quicker and better informed instructional decisions



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Considerations

Focus on Student Learning

- Our most powerful lever to improve student learning is through our teachers
 - Collective teacher efficacy has the largest effect size (1.57) on student outcomes (Hattie, 2017)
 - Need to support our leaders with their most important role as instructional leaders and to remove barriers so that administrators and teachers can focus on teaching and learning

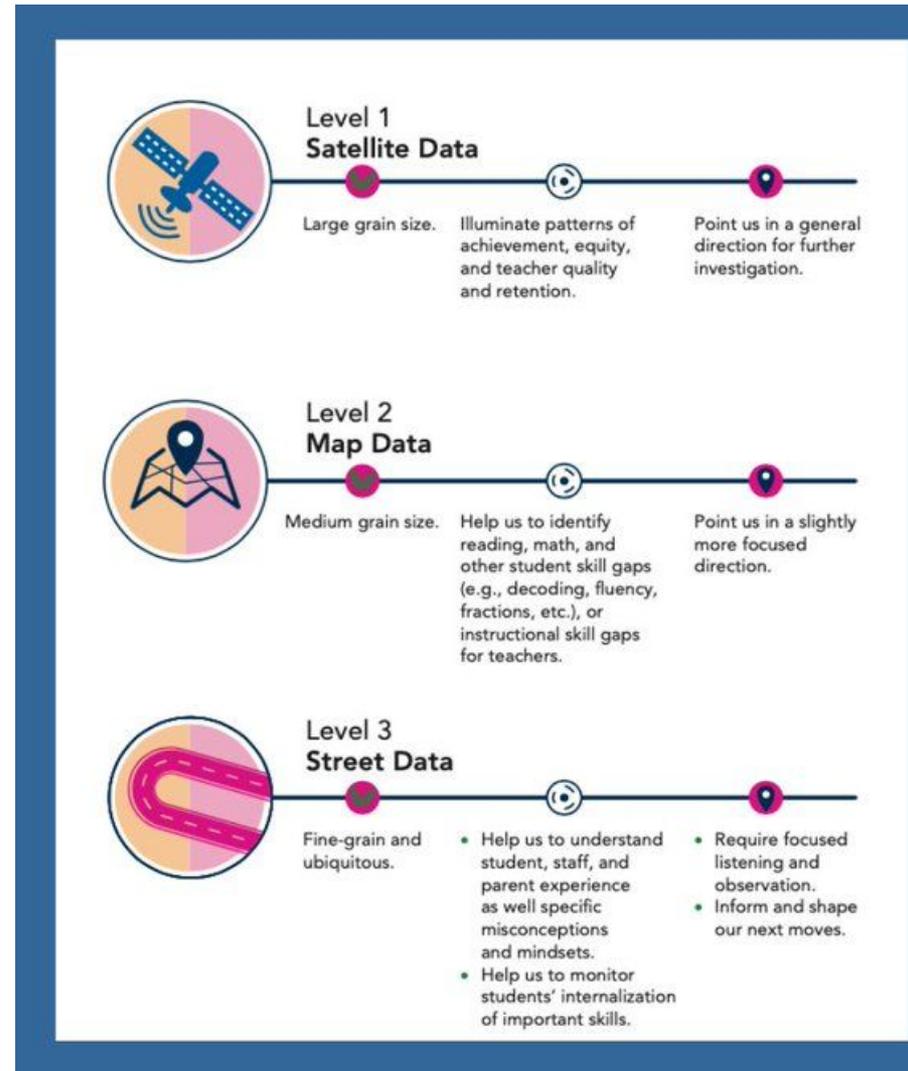
Assessment Fatigue

3rd-8th grade students are testing almost every day for 3-5 weeks in April and May

| | K-2 | 3-8 |
|-------|---|---|
| March | ELPAC | ELPAC |
| April | | CAASPP: ELA Performance Test, ELA Computer Adaptive, Math Performance Test, Math Computer Adaptive, Science (5th and 8th) |
| May | i-Ready Early Literacy Writing Literably | i-Ready Literably |

Data Analysis

- i-Ready is one piece of data within a larger, interwoven assessment system
 - District and site teams analyze many data points in several different ways to inform system and instructional decisions



Site Plans for Student Achievement (SPSAs)

- Previous SPSA iterations encouraged inclusion of numerous initiatives and programs, diluting quality and instructional focus
- i-Ready goals were one size fits all and some were unattainable
 - 100% of students meeting Annual Typical Growth is not possible within that construct

MVWSD Current SPSA Goals

| | Proficiency Placements |
|-----------------------|---|
| Current Goals | <ul style="list-style-type: none">● 10% reduction in students not meeting proficiency (overall and by student groups)● i-Ready goal for 70% overall proficiency in LCAP |
| Intent | <ul style="list-style-type: none">● i-Ready proficiency scores are publicly reported to the Board at mid and end of year as a benchmark predictor for CAASPP proficiency goals in grades 3-8● i-Ready as an outcome measure encompasses grades K-8 |
| Considerations | <p>Year to year proficiency goals compare different cohorts of students. Because we have relatively small sample sizes, differences in student population year to year can lead to significant variances in scores. The number of students within student reporting groups (ELs, SWDs, etc.) can also vary dramatically from year to year. Additionally, the EL sample size is continually changing--when students reach reading and language proficiency, they are considered for reclassification and no longer part of the EL reporting group.</p> |

MVWSD Current SPSA Goals (cont.)

| | Growth Measures |
|-----------------------|---|
| Current Goals | 100% of students will meet or exceed their Annual Typical Growth Target |
| Intent | To account for different student baselines and to maintain high expectations for all students |
| Considerations | Because ATG values were derived using the median, or 50th percentile, of student growth at each grade and placement level, it is not realistic for 100% of students to meet their ATG |

Whole Child Approach

- In order to improve academic scores, we must continue to follow a whole child approach:
 - Ensure regular school attendance - decrease chronic absenteeism
 - Provide social emotional support - curriculum and counseling
 - Provide behavior support - alternatives to suspension
 - Support families to make sure their basic needs are met
 - Provide safe and inclusive learning environments
 - Expand learning through after-school programs



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Recommendations

Recommendation: Revising i-Ready Goals

- Consider revising i-Ready goals:
 - Align with the measured construct
 - Differentiated to a site's needs
 - Measure student proficiency and growth from beginning to end of year

Sample i-Ready Goal Frames

| | Frame | Example |
|---|---|--|
| Placement Levels | <p>% of students [grade/grade band] placing at Mid or Above grade level will increase by %</p> <p>% of students [grade/grade band] placing at 3+ below grade levels will decrease by %</p> | <p>On the spring 2025 iReady assessment, the percent of students in 3rd grade placing at 3+ Grade Levels Below will decrease by 12% (24 students).</p> |
| Growth Target: % of Students | <p>% of students [grade/grade band] [Fall 24 baseline placement] will meet typical growth targets.</p> <p>% of students [grade/grade band] [Fall 24 baseline placement] will meet stretch growth targets.</p> | <p>On the spring 2025 iReady assessment, 60% of 5th graders with a fall 2024 baseline placement of 3+ Grade Levels Below will meet typical growth targets.</p> |
| Growth Target: Median % Progress | <p>median % progress to typical growth for students [grade/grade band] [Fall 24 baseline placement] will be %.</p> <p>median % progress to stretch growth for students [grade/grade band] [Fall 24 baseline placement] will be %.</p> | <p>On the spring 2025 iReady assessment, the median % progress to typical growth for students in the 6th grade with a fall baseline placement of 1 Grade Level Below will be 100%.</p> |



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Next Steps

Improving Literacy

- Increase and expand reading intervention
 - Updated our Reading Difficulties Risk Screener
 - Realloted instructional coaching duties to include reading intervention, including middle school
- Expand Science of Reading and brain-based teaching work
 - Advancing Thinking Through Writing
 - Elementary Literacy PLCs to continue ongoing PD and collaboration
 - Formation of Middle School Writing PLC
- Continue building content knowledge across the disciplines

Improving Math

- Continue team teaching math at Castro, Mistral, and Theuerkauf
- Continue work to update the district's math program and adopt new curriculum

Supporting English Language Acquisition

- Designated ELD language classes
- Newcomer classes
 - Elementary newcomer teachers
 - Transitional ELA class in middle school
- Embedded, integrated English language development in all academic lessons

Aligning Professional Development

- Align all PD (district, site, instructional coaching) to support instructional goals
 - Refocus on the evidence-based principles of high quality lesson planning and instruction:
 - Standards-aligned
 - Responsive
 - Relevant
 - Explicit
 - Equitable

Research and Evidence-Based Decision Making

- Continue to make research and evidence-based decisions
 - Professional development for site leaders and instructional coaches on brain-based teaching and learning
 - Participate in research study through Stanford: *Evaluating the Impact of a Widely-Used, Supplemental, Digital Reading Program on Elementary School Literacy.*
 - Using data within MTSS to drive instructional planning, delivery, and coordination of student supports
 - SEL instruction and embedded practices so all students feel part of the learning community

Questions?



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Appendix - Demographic Data

School Demographics (K-8)

| School | ELs | | RFEPs | | EOs | | SED | | SWD | | Total Enrollment |
|-------------------|------------|-------------|------------|------------|------------|-------------|------------|-------------|------------|------------|------------------|
| | % | Count | % | Count | % | Count | % | Count | % | Count | |
| Bubb | 21% | 66 | 5% | 17 | 60% | 188 | 18% | 57 | 21% | 64 | 312 |
| Castro | 74% | 165 | 8% | 18 | 13% | 29 | 87% | 194 | 17% | 38 | 224 |
| Crittenden | 14% | 84 | 23% | 140 | 49% | 302 | 28% | 174 | 14% | 85 | 616 |
| Graham | 18% | 152 | 26% | 224 | 45% | 385 | 30% | 261 | 12% | 103 | 860 |
| Imai | 21% | 71 | 9% | 32 | 46% | 159 | 13% | 43 | 8% | 28 | 344 |
| Landels | 21% | 85 | 9% | 37 | 55% | 218 | 23% | 92 | 9% | 37 | 399 |
| Mistral | 48% | 164 | 7% | 23 | 30% | 102 | 54% | 185 | 12% | 40 | 343 |
| Monta Loma | 28% | 62 | 9% | 19 | 54% | 119 | 37% | 83 | 14% | 31 | 222 |
| Stevenson | 13% | 59 | 11% | 52 | 53% | 246 | 13% | 62 | 11% | 51 | 461 |
| Theuerkauf | 30% | 79 | 8% | 21 | 50% | 133 | 42% | 111 | 10% | 26 | 264 |
| Vargas | 26% | 96 | 14% | 52 | 44% | 162 | 25% | 91 | 7% | 25 | 368 |
| Total | 25% | 1083 | 14% | 635 | 46% | 2043 | 31% | 1353 | 12% | 528 | 4413 |

School Demographics (K-8)

| School | Asian | | Hispanic/Latino | | White | | Total Enrollment |
|-------------------|------------|------------|-----------------|-------------|------------|-------------|------------------|
| | % | Count | % | Count | % | Count | |
| Bubb | 31% | 98 | 21% | 67 | 29% | 89 | 312 |
| Castro | 2% | 5 | 92% | 207 | 4% | 8 | 224 |
| Crittenden | 17% | 105 | 39% | 243 | 25% | 156 | 616 |
| Graham | 23% | 194 | 39% | 338 | 24% | 203 | 860 |
| Imai | 45% | 155 | 14% | 48 | 25% | 86 | 344 |
| Landels | 25% | 99 | 33% | 131 | 28% | 112 | 399 |
| Mistral | 3% | 11 | 77% | 264 | 14% | 47 | 343 |
| Monta Loma | 8% | 17 | 48% | 107 | 26% | 58 | 222 |
| Stevenson | 38% | 177 | 15% | 67 | 25% | 115 | 461 |
| Theuerkauf | 13% | 35 | 48% | 127 | 19% | 51 | 264 |
| Vargas | 27% | 101 | 30% | 109 | 23% | 84 | 368 |
| Total | 23% | 997 | 39% | 1708 | 23% | 1009 | 4413 |

School Demographics (K-5)

| School | Kinder | Grade 1 | Grade 2 | Grade 3 | Grade 4 | Grade 5 | Total Enrollment |
|-------------------|------------|------------|------------|------------|------------|------------|------------------|
| Bubb | 46 | 55 | 41 | 55 | 64 | 51 | 312 |
| Castro | 37 | 32 | 35 | 40 | 44 | 36 | 224 |
| Imai | 62 | 42 | 49 | 69 | 59 | 63 | 344 |
| Landels | 68 | 60 | 63 | 80 | 72 | 55 | 398 |
| Mistral | 64 | 64 | 60 | 60 | 46 | 49 | 343 |
| Monta Loma | 45 | 33 | 33 | 38 | 35 | 38 | 222 |
| Stevenson | 72 | 72 | 72 | 72 | 90 | 83 | 461 |
| Theuerkauf | 50 | 49 | 40 | 43 | 51 | 31 | 264 |
| Vargas | 50 | 64 | 74 | 53 | 67 | 60 | 368 |
| Total | 494 | 471 | 467 | 511 | 531 | 469 | 2943 |

School Demographics (6-8)

| School | Grade 6 | Grade 7 | Grade 8 | Total Enrollment |
|------------|---------|---------|---------|------------------|
| Crittenden | 197 | 212 | 207 | 616 |
| Graham | 288 | 268 | 304 | 860 |



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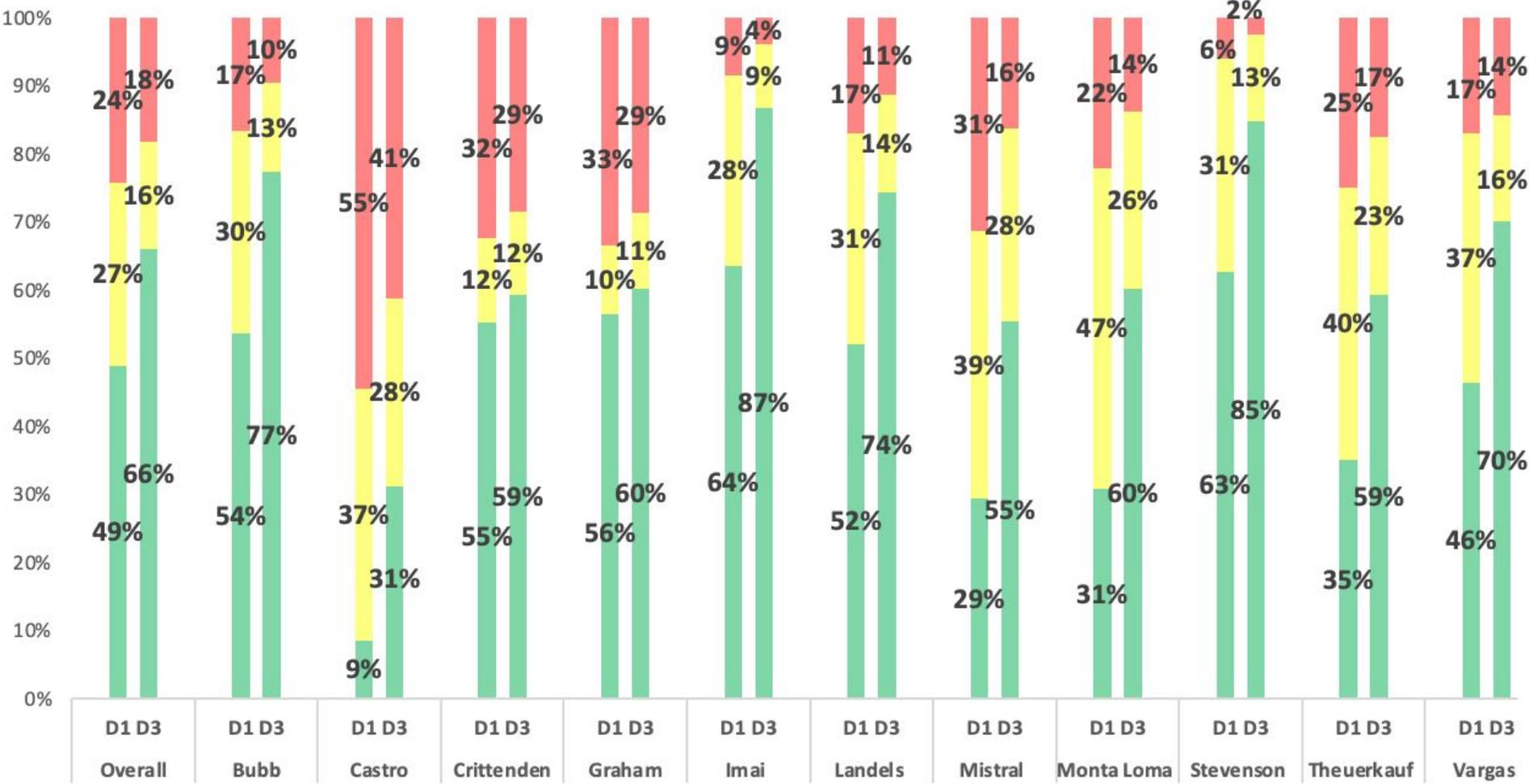
Appendix - Reading Data

2024-25 D1 to D3 Graphs

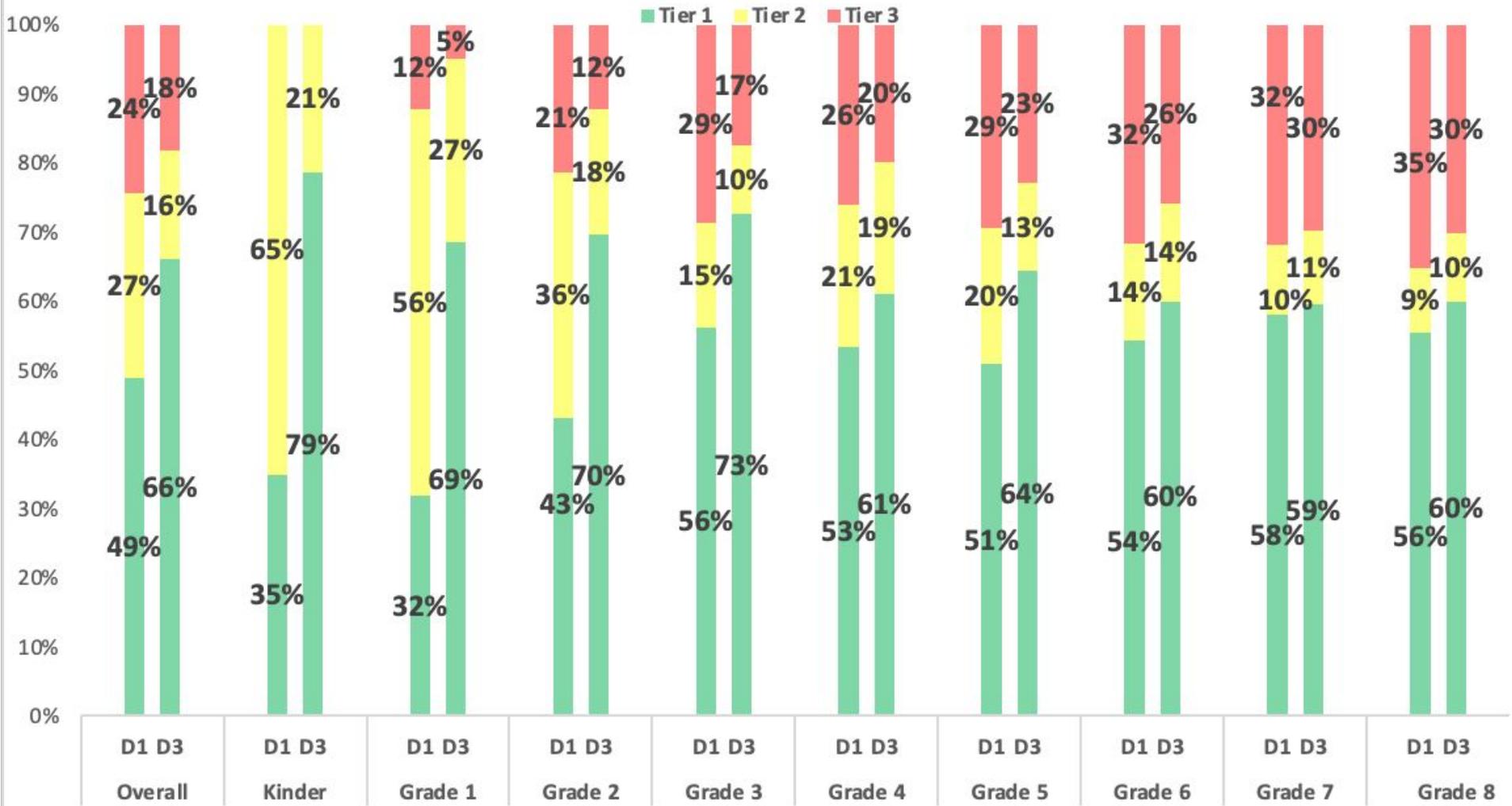
- These graphs show beginning of year to end of year growth. Note:
 - Growth in the green (students beginning and ending the year meeting grade level standards)
 - Reduction of students in the red (students beginning and end the year 2 or more years below grade level)
- These scores include all students who completed the tests during the D1 and D3 windows

i-Ready Reading by Site (2024-25 D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3

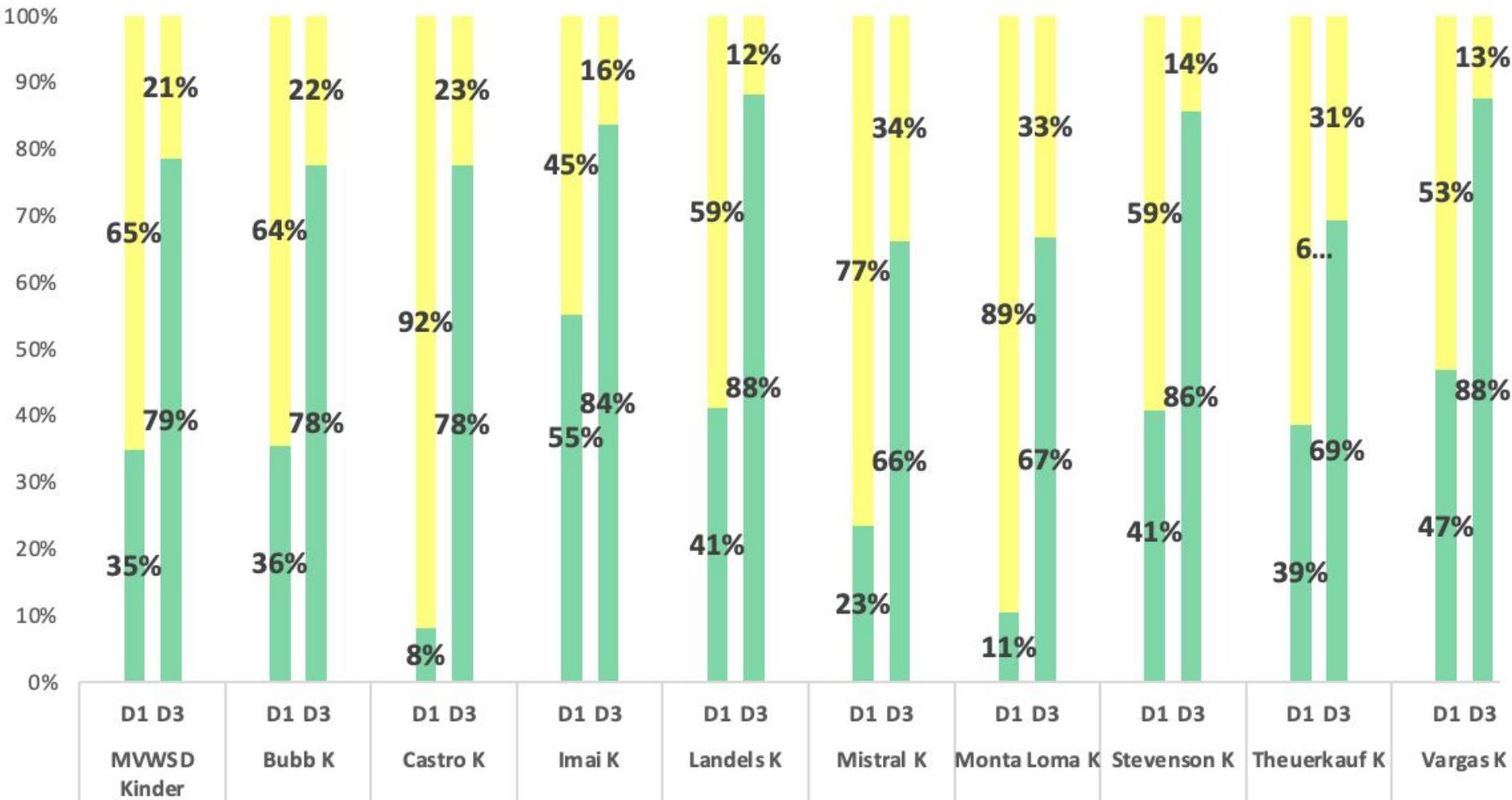


i-Ready Reading by Grade Level (2024-25 D1 to D3)



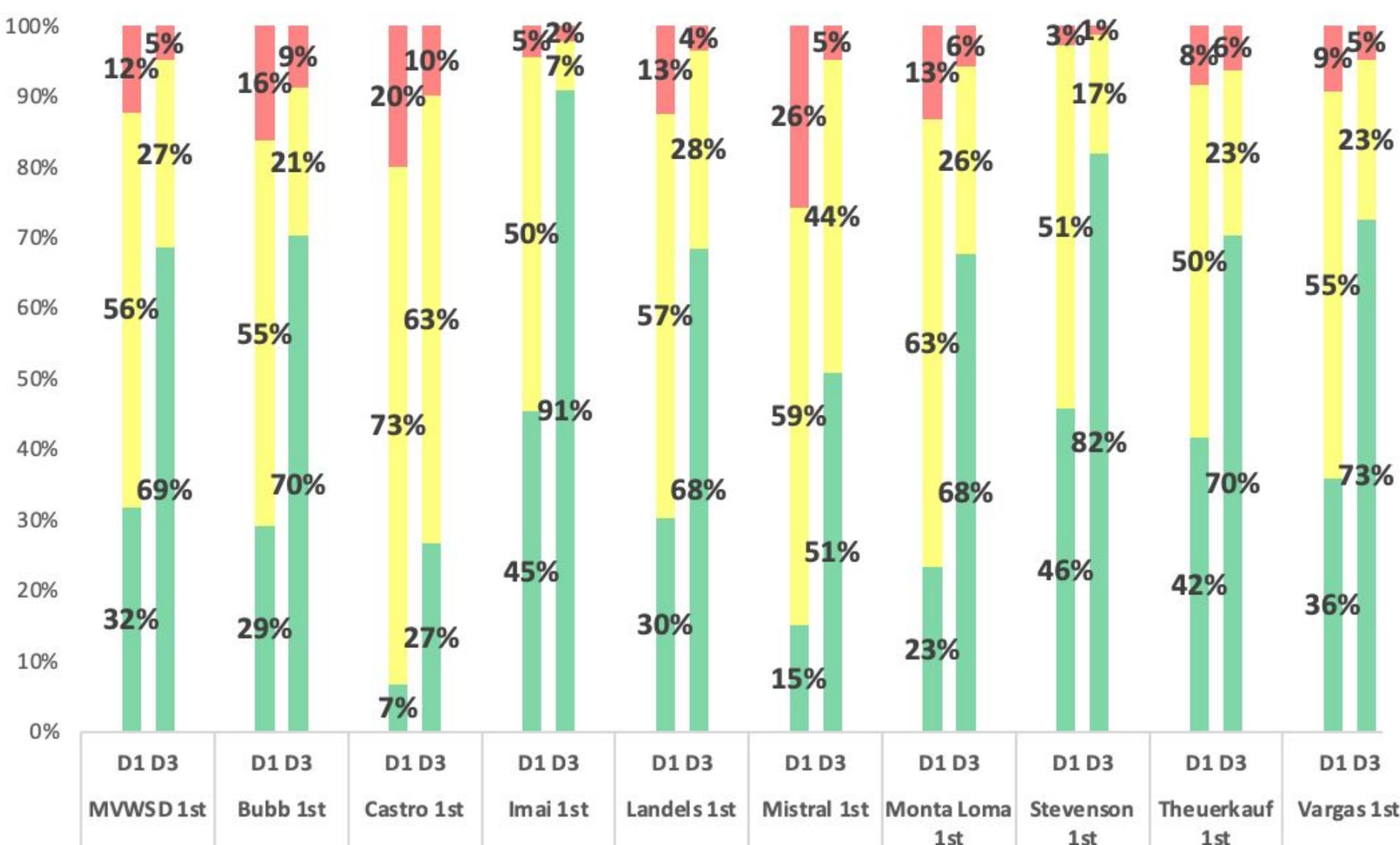
i-Ready Reading Kinder (2024-25 D1 to D3)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



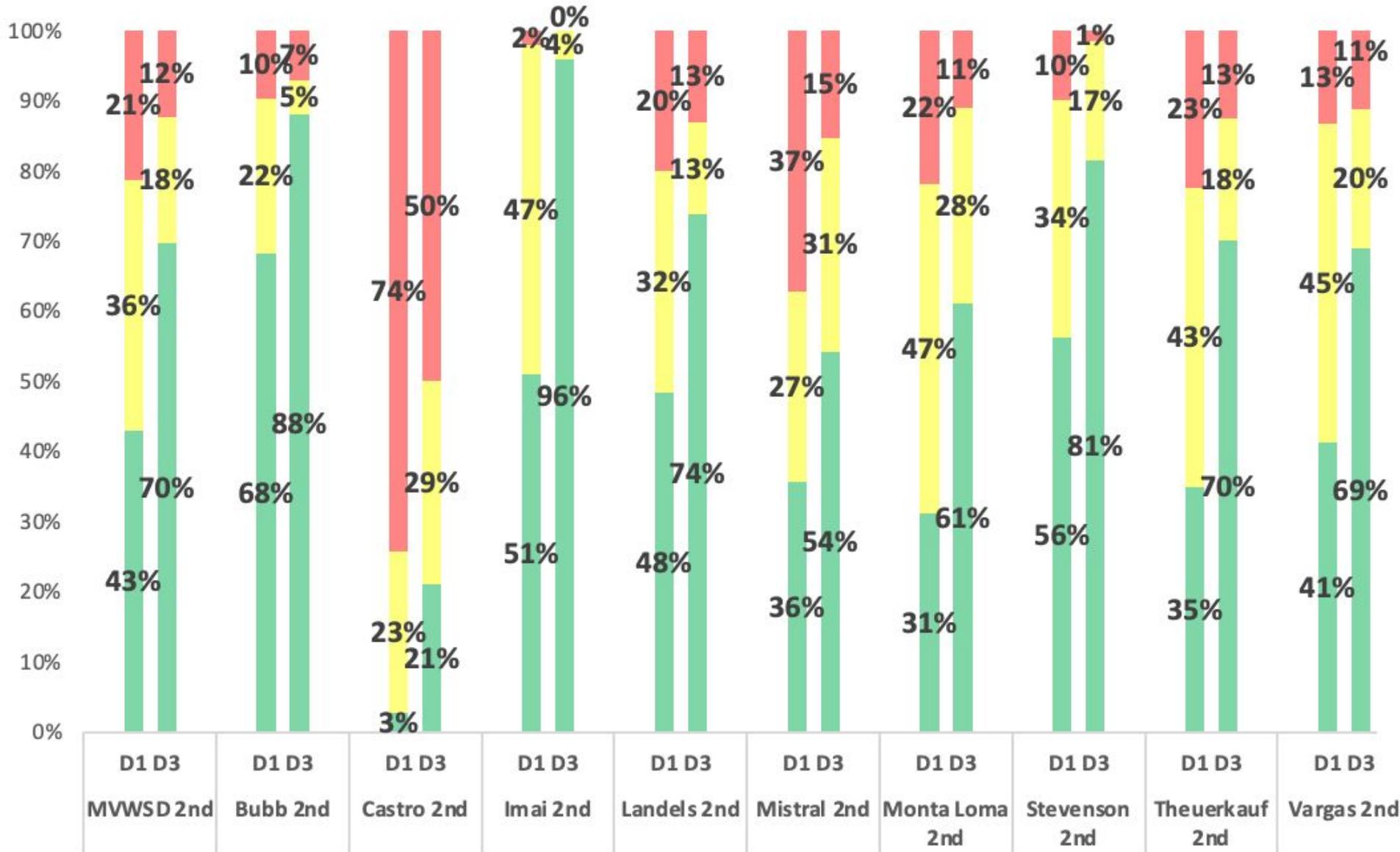
i-Ready Reading 1st (2024-25 D1 to D3)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



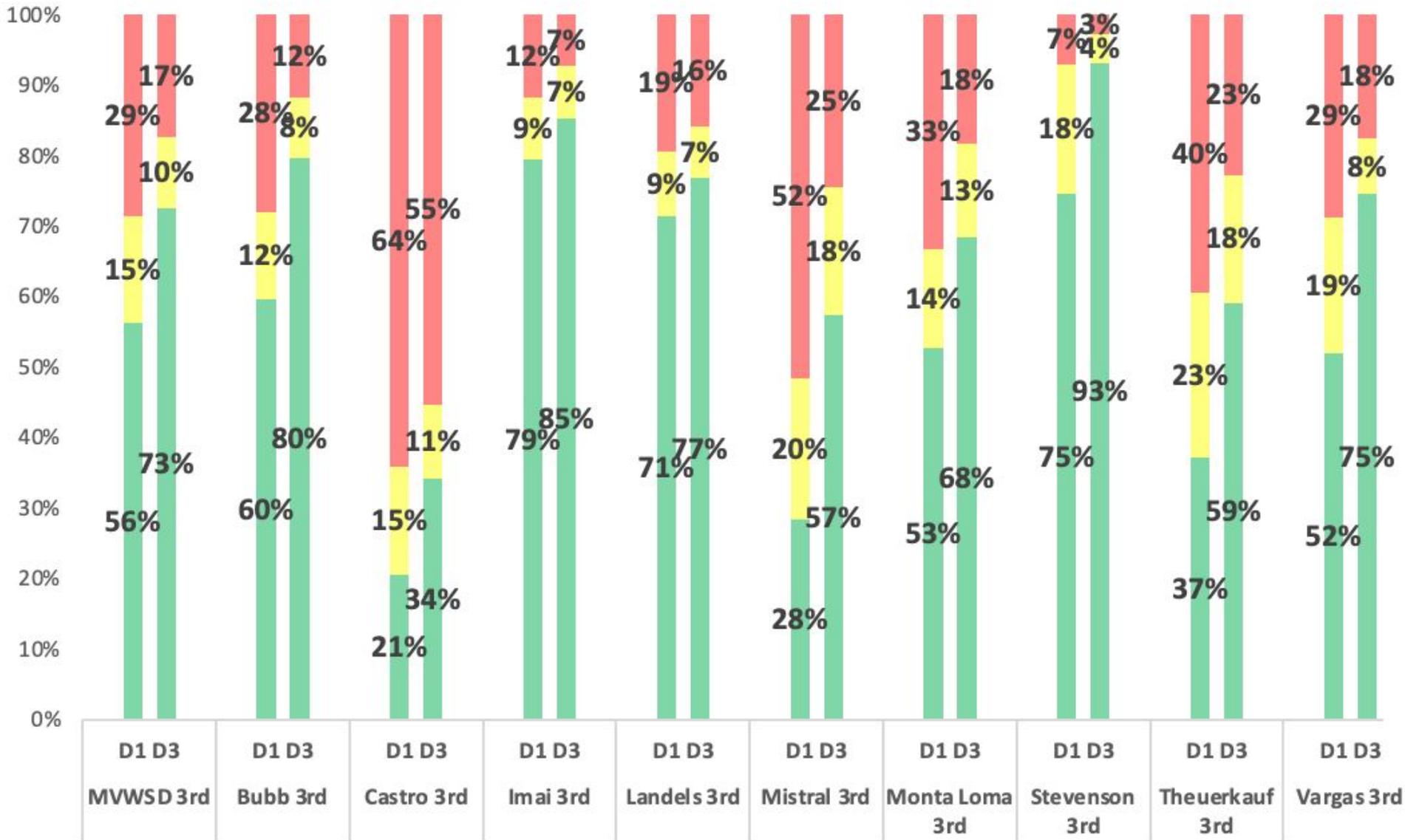
i-Ready Reading 2nd (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



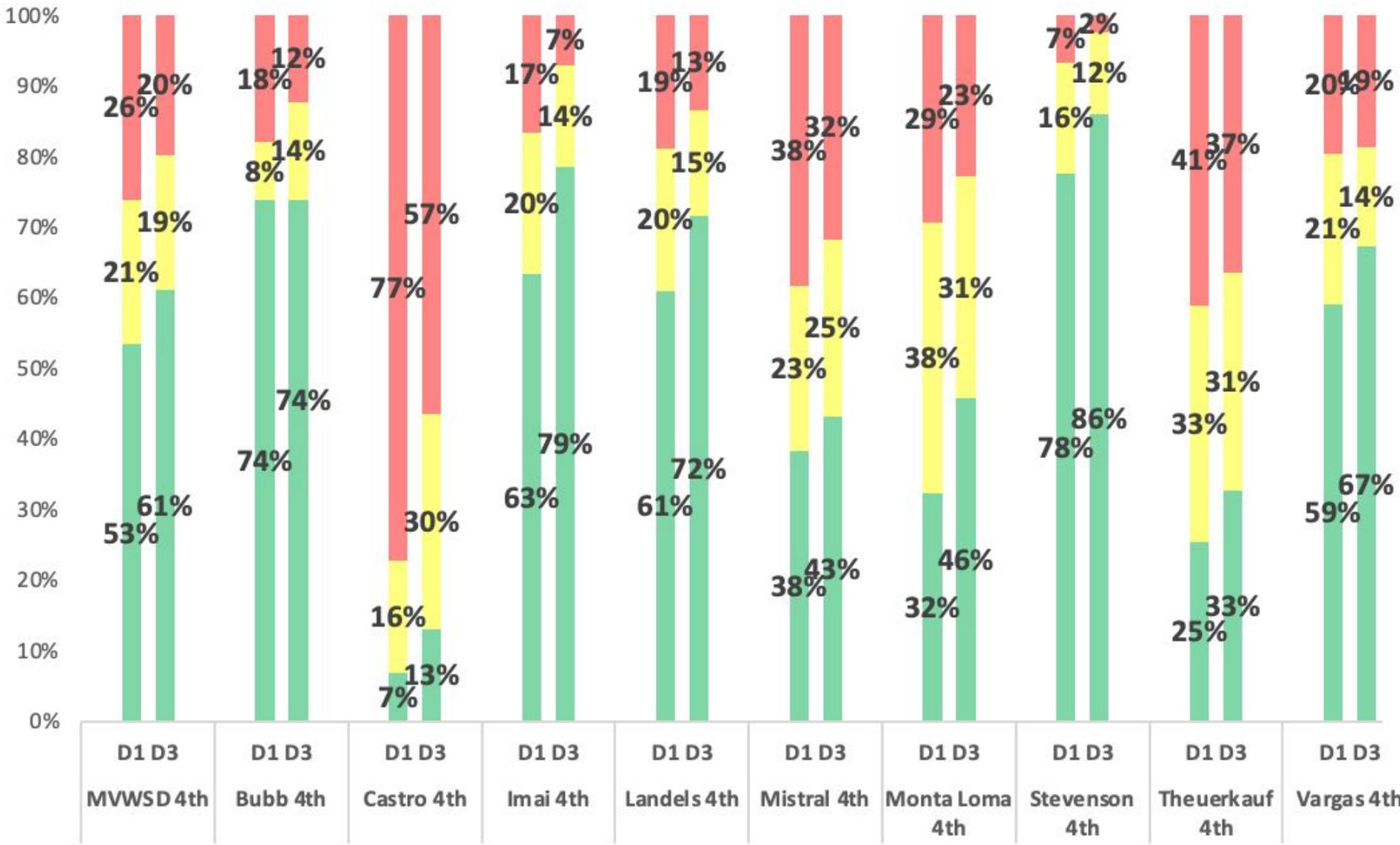
i-Ready Reading 3rd (2024-25 D1 to D3)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



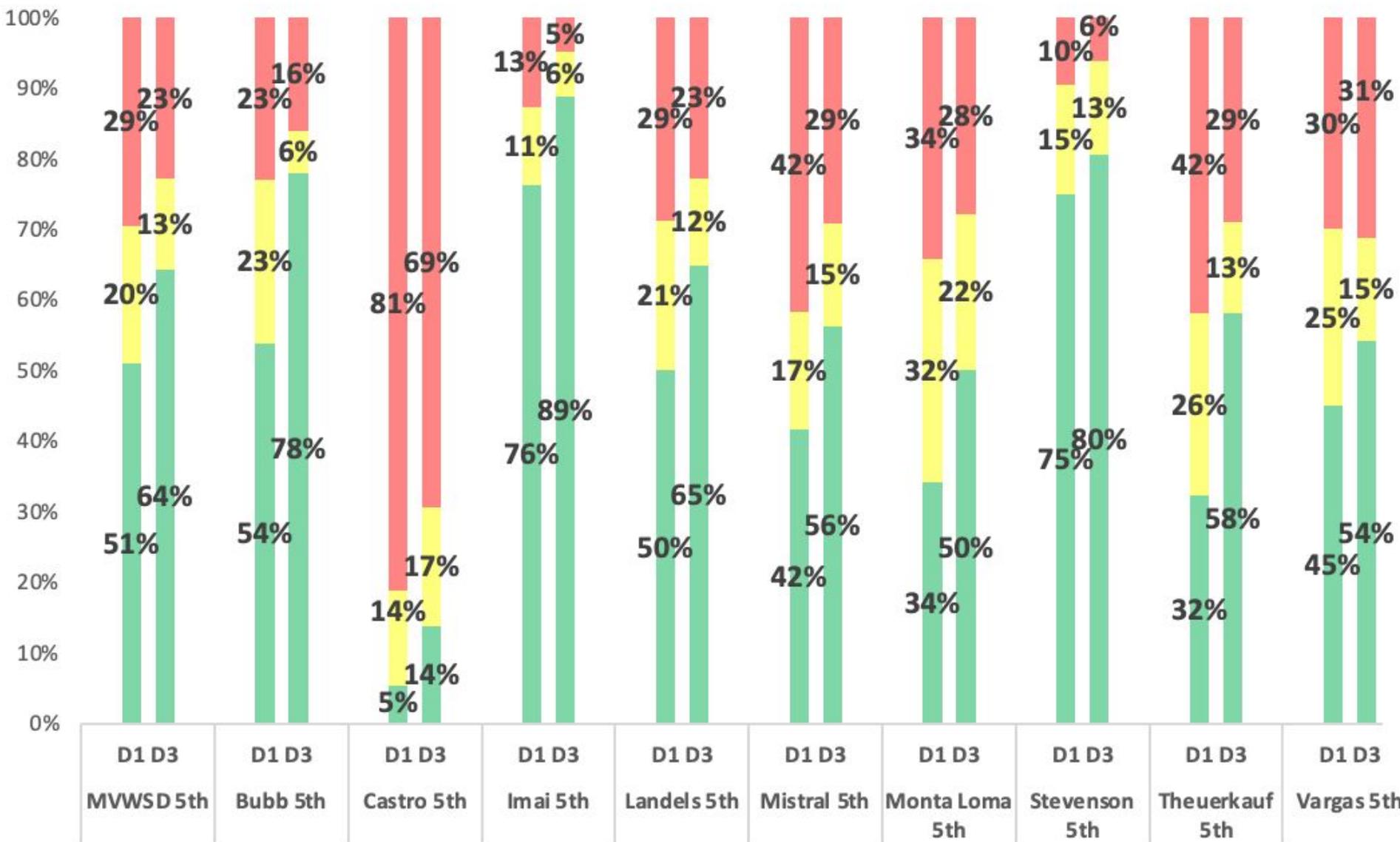
i-Ready Reading 4th (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



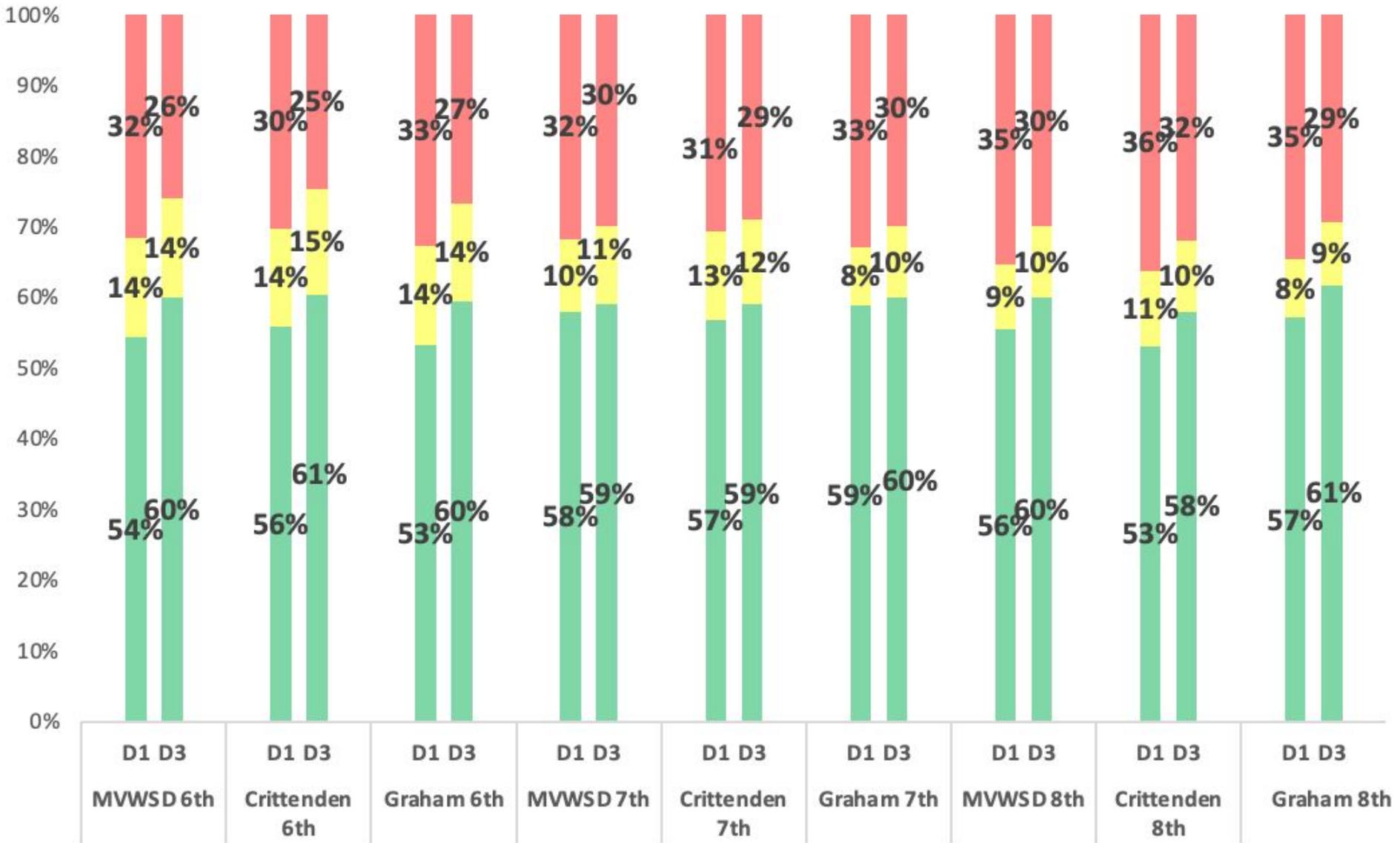
i-Ready Reading 5th (2024-25 D1 to D3)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



i-Ready Reading 6th-8th (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3

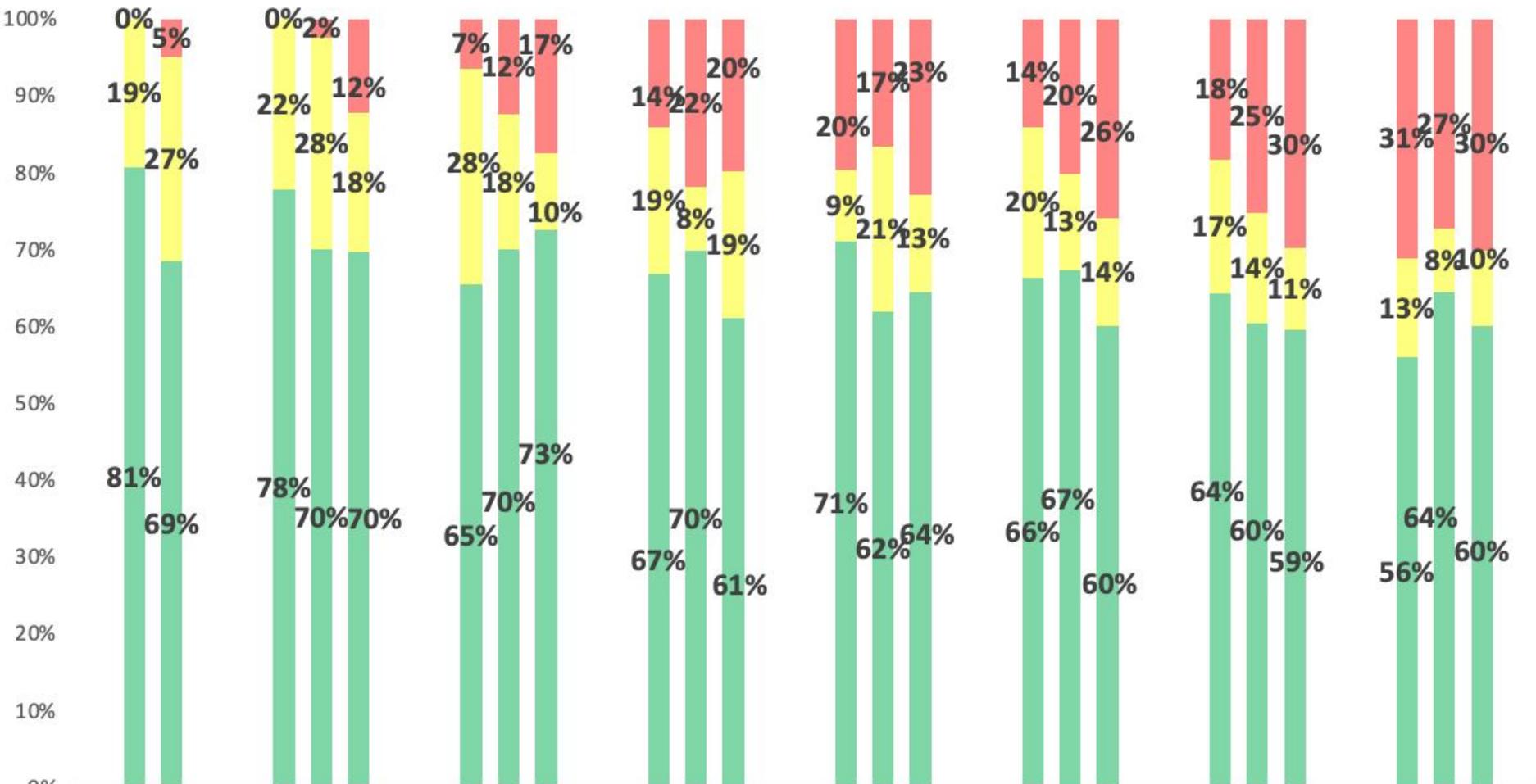


2024-25 D3 Cohort Comparison

- These graphs show D3 to D3 growth for cohorts of students.
- Note that the data includes all students who completed D3 in each of the years. In other words, the cohorts are not exact matches--they do not account for students who have moved in or out of MVWSD

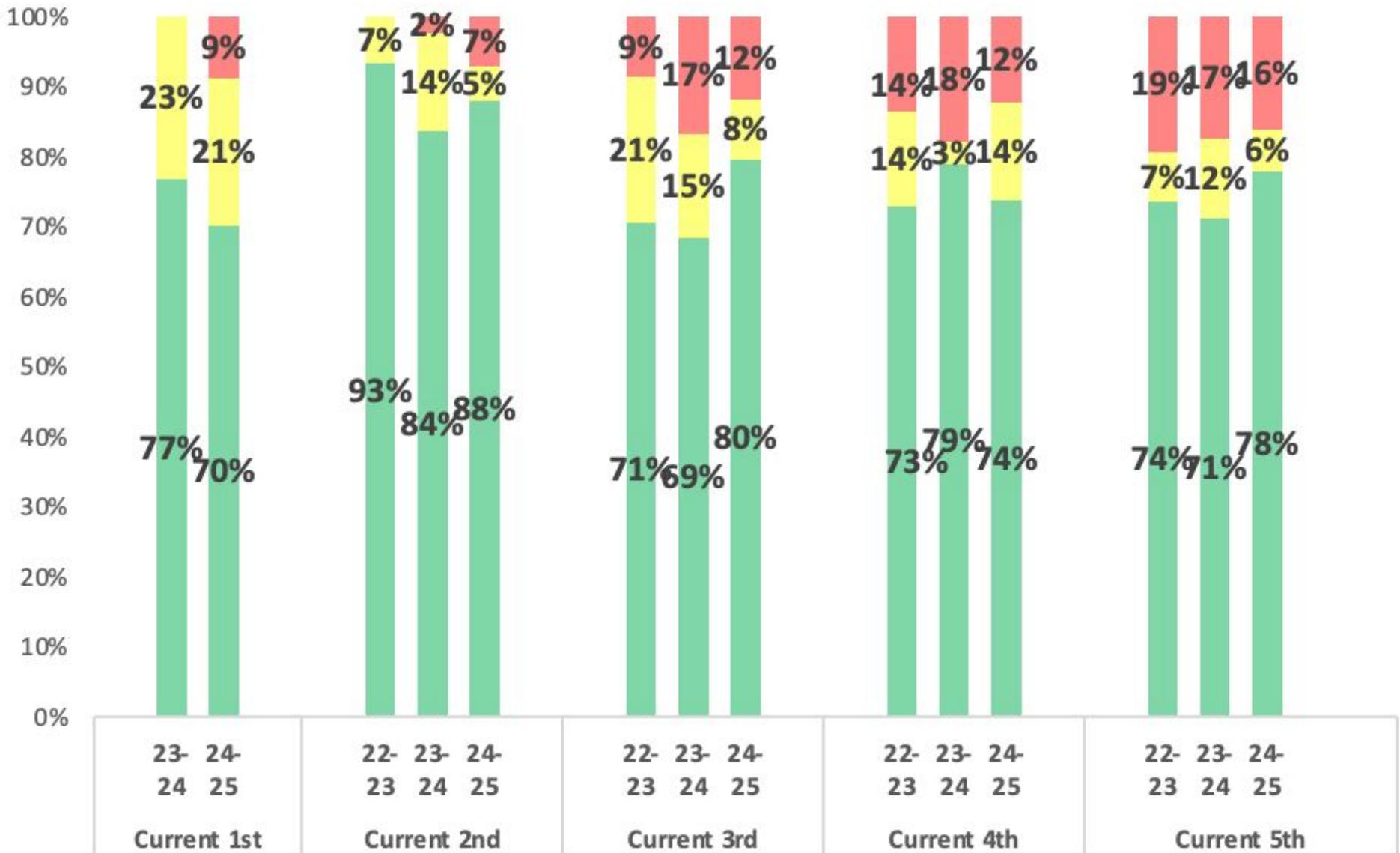
i-Ready Reading--MVWSD (D3 Cohort Comparison)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



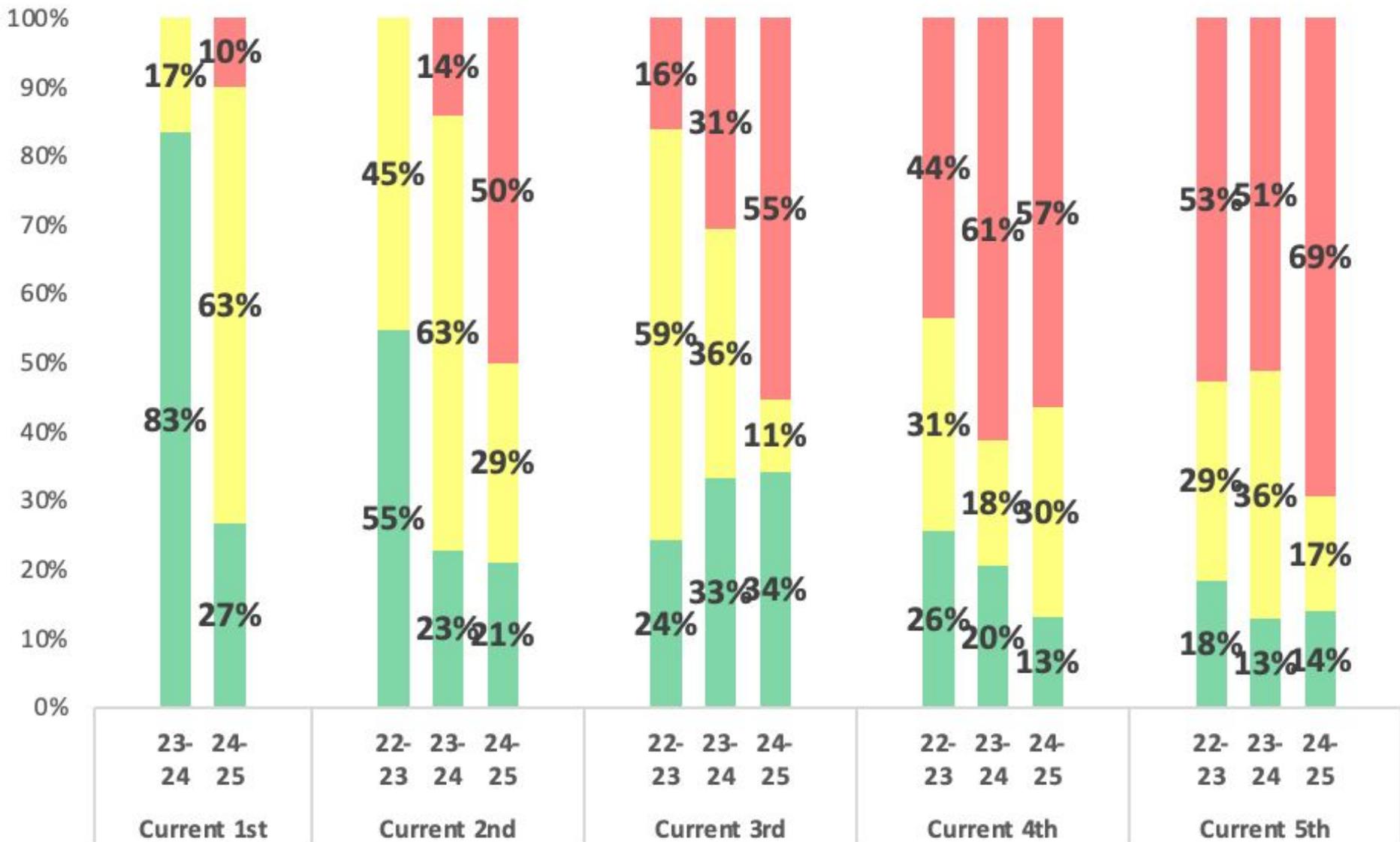
i-Ready Reading--Bubb (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



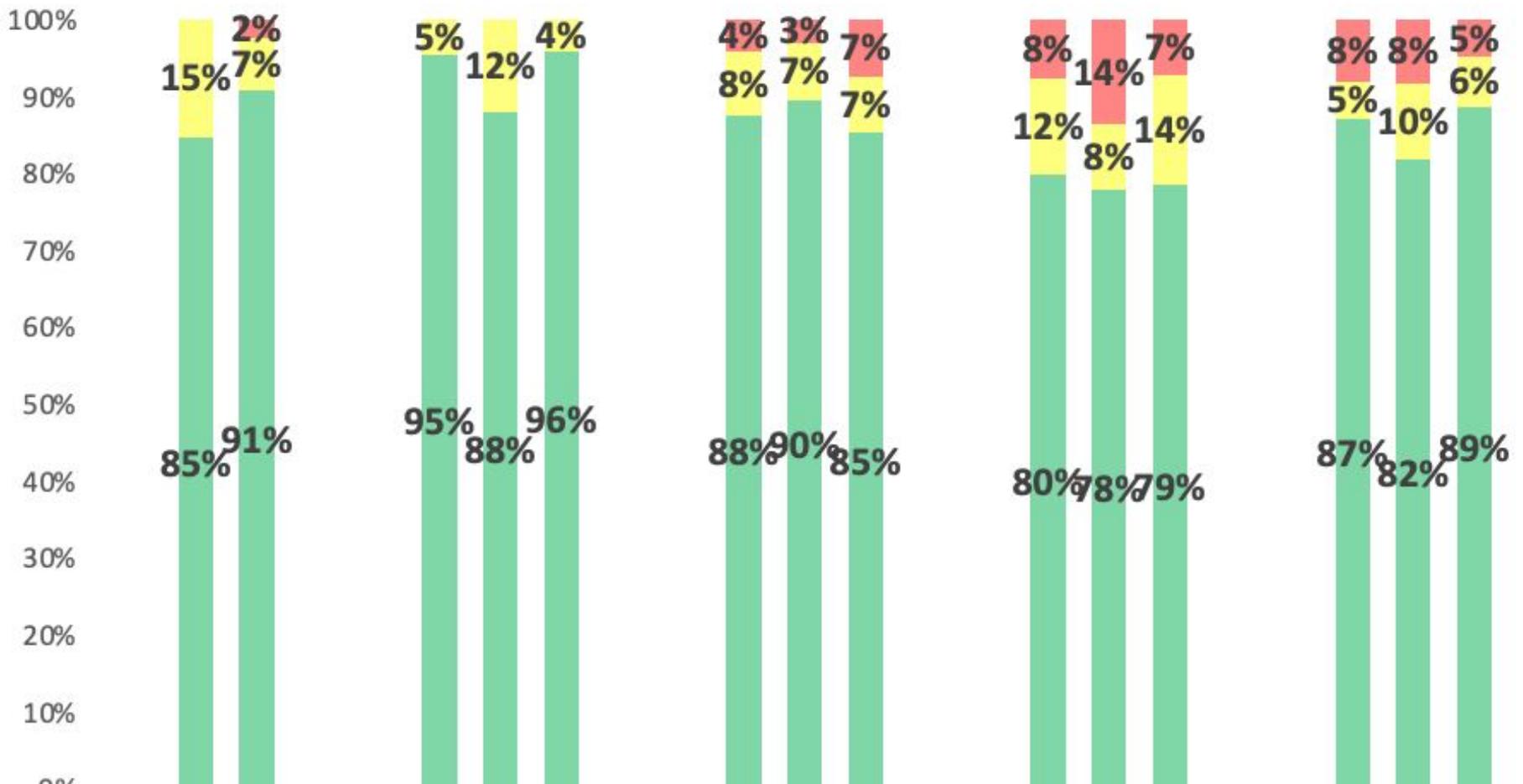
i-Ready Reading--Castro (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



i-Ready Reading--Imai (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



23-24
24-25
Current 1st

22-23 23-24 24-25
Current 2nd

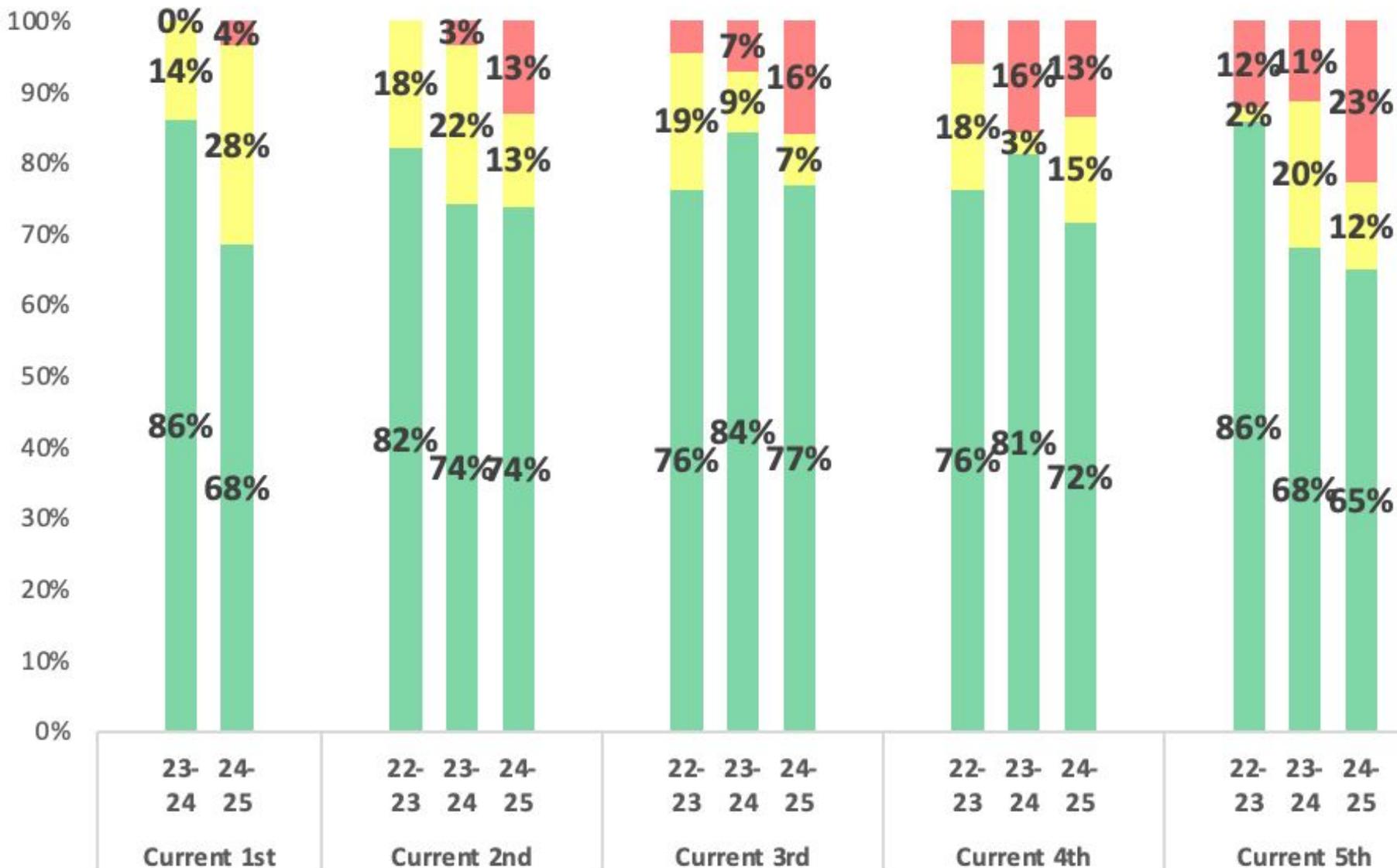
22-23 23-24 24-25
Current 3rd

22-23 23-24 24-25
Current 4th

22-23 23-24 24-25
Current 5th

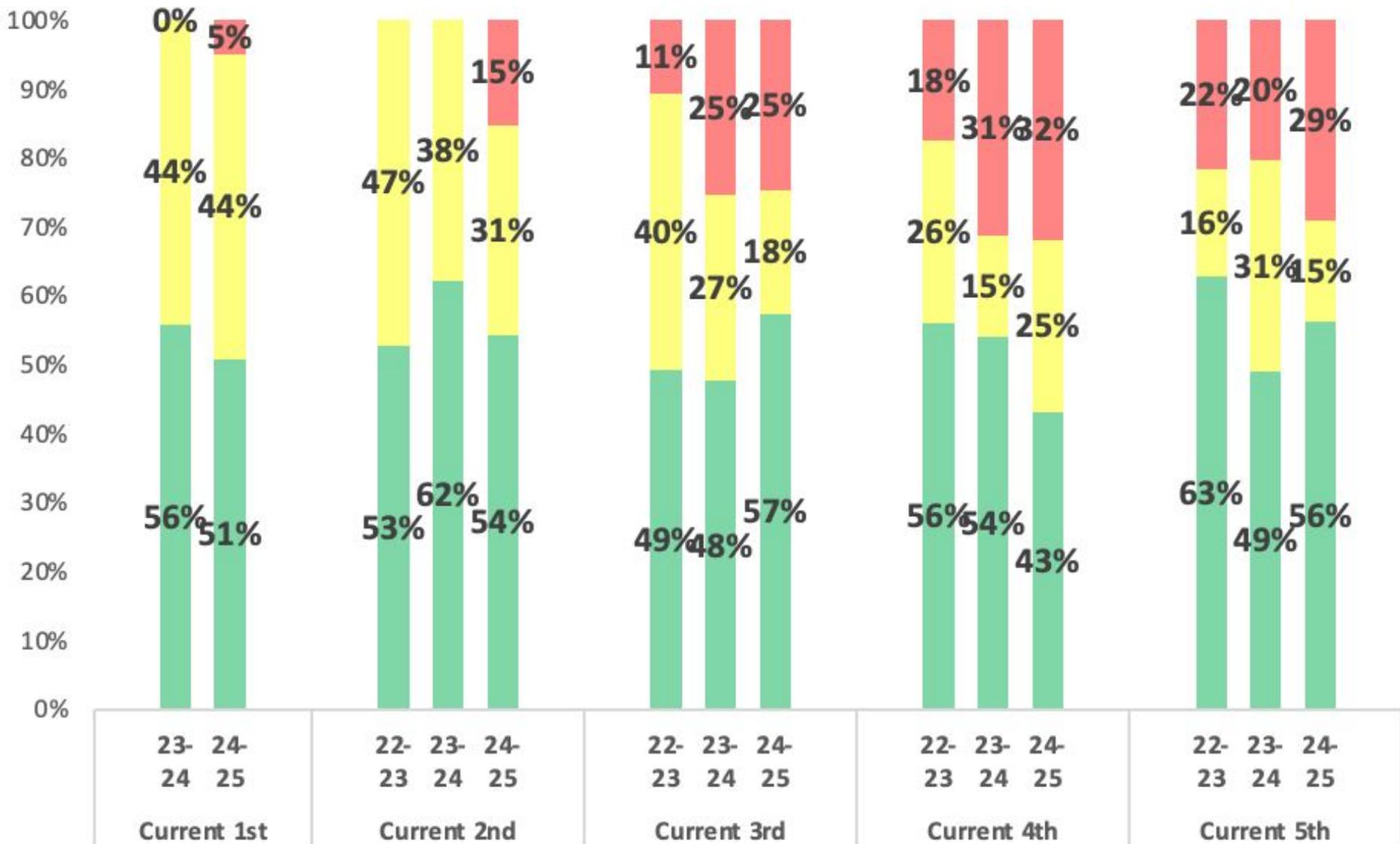
i-Ready Reading--Landels (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



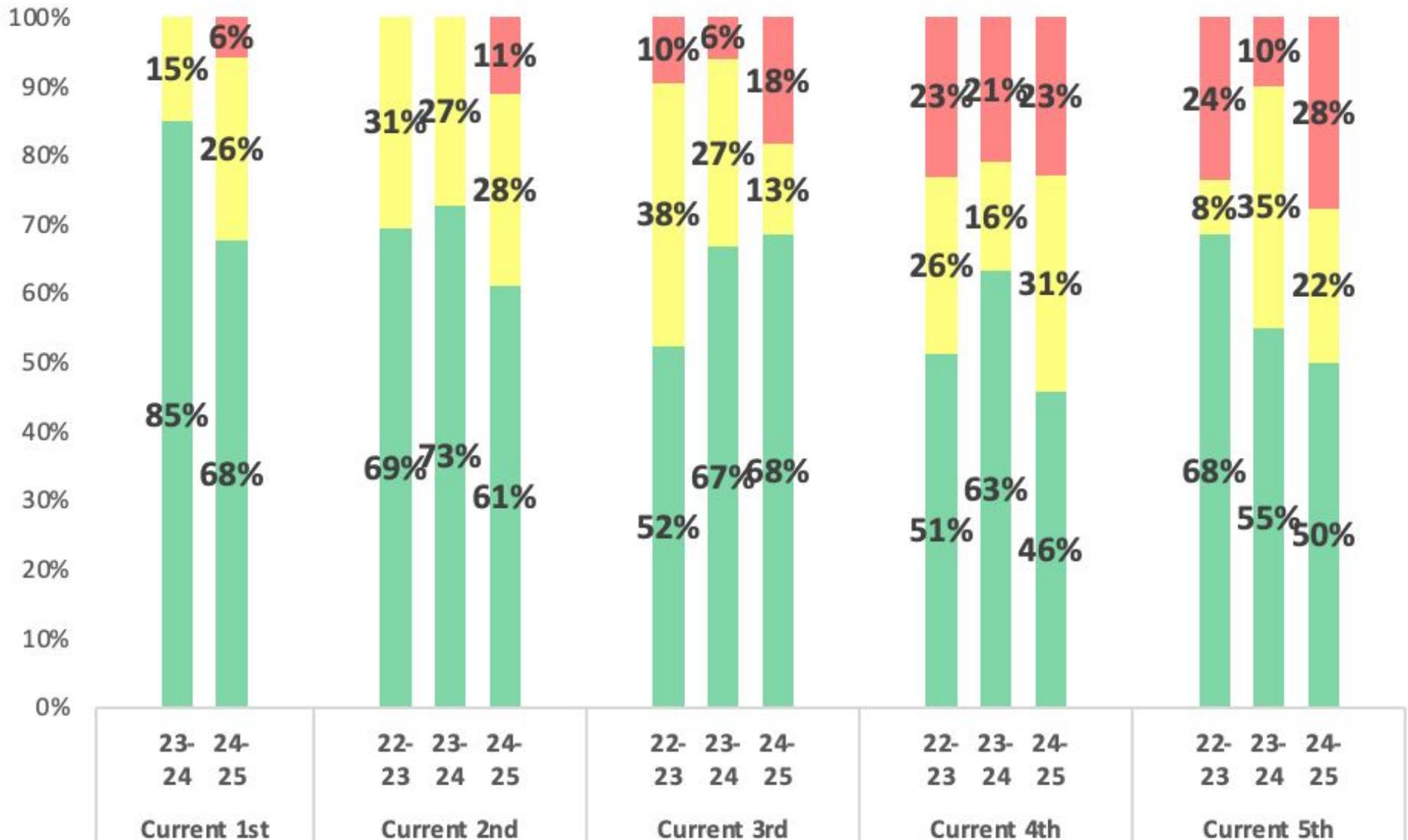
i-Ready Reading--Mistral (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



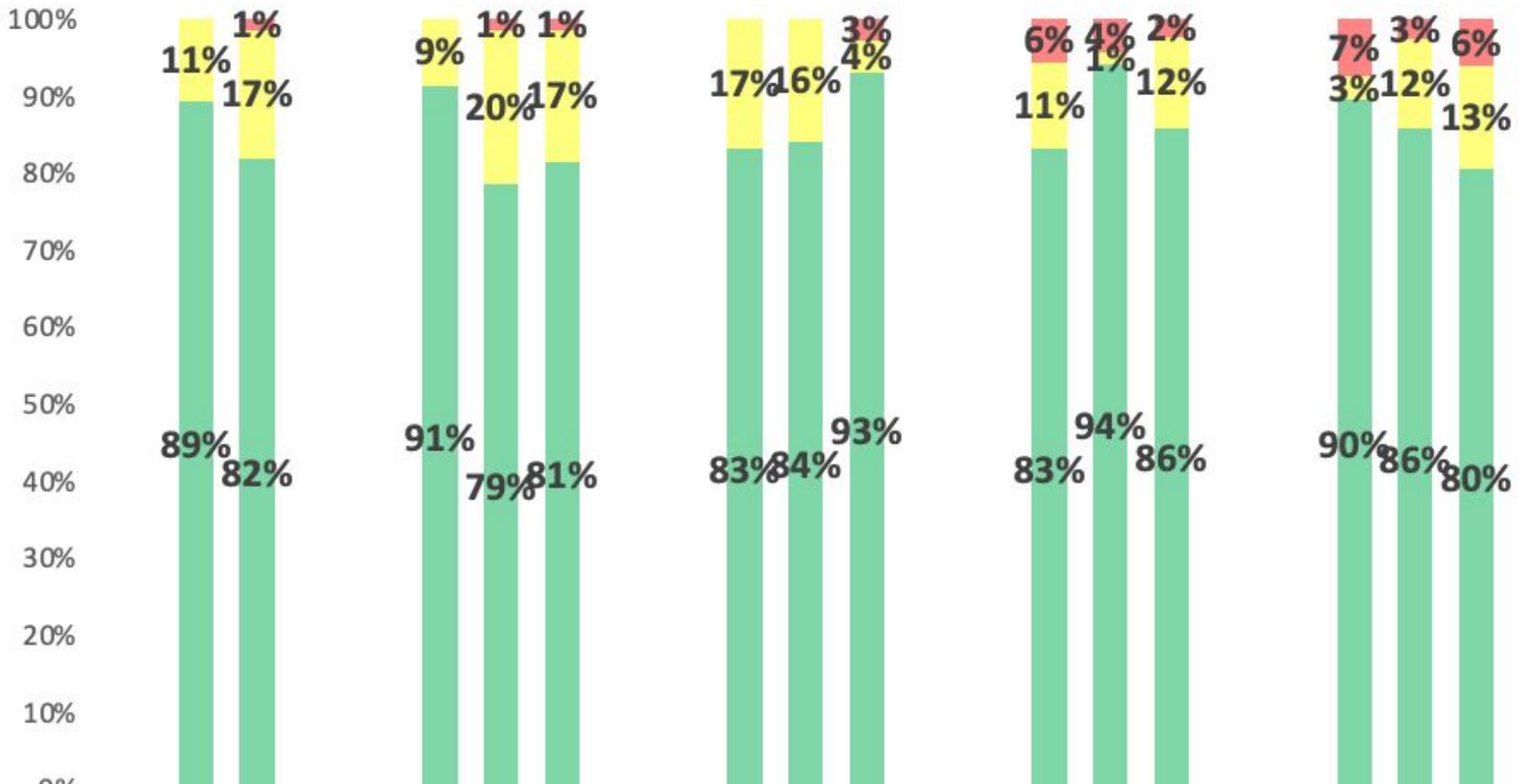
i-Ready Reading--Monta Loma (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



i-Ready Reading--Stevenson (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



23-24
24-25
Current 1st

22-23 23-24 24-25
Current 2nd

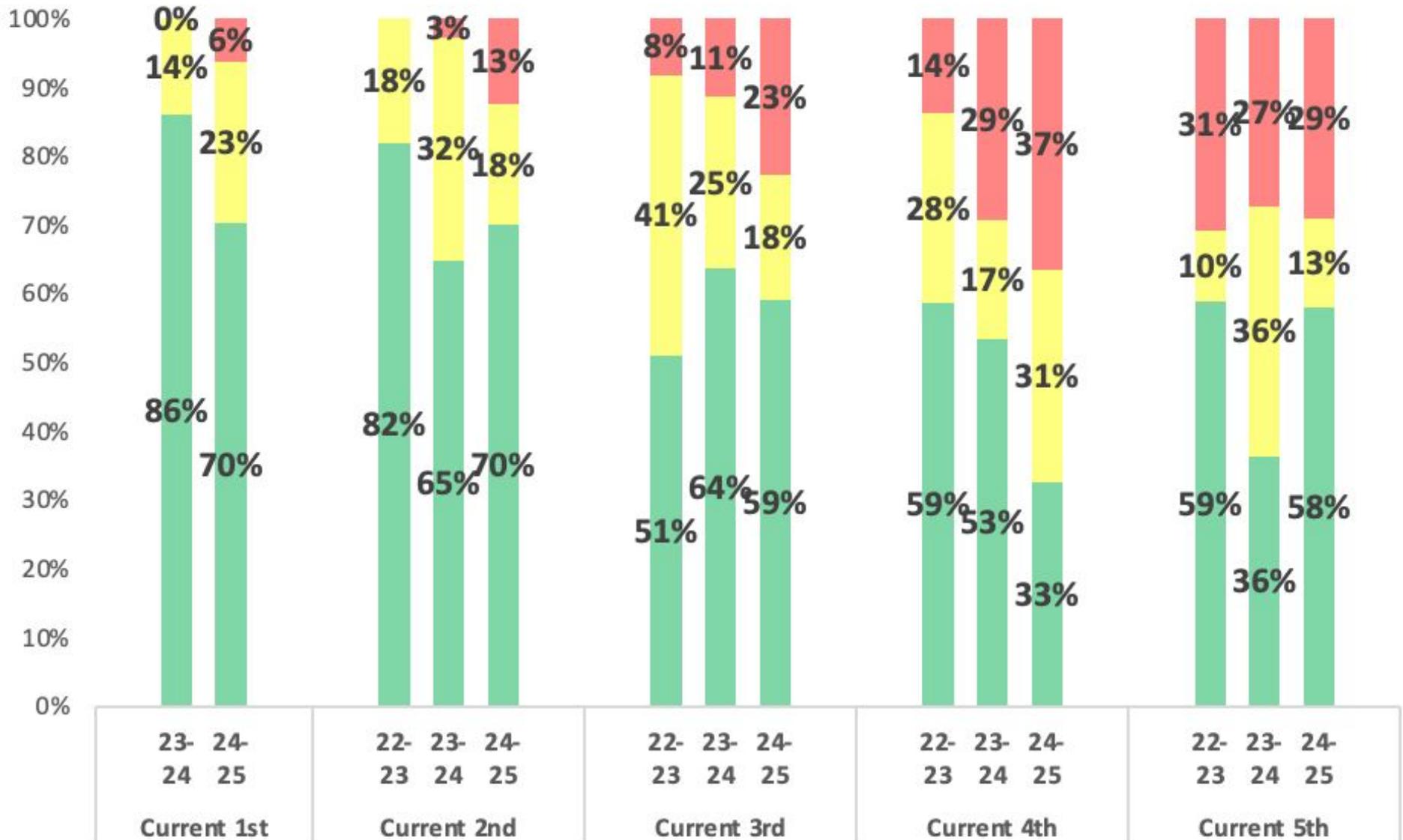
22-23 23-24 24-25
Current 3rd

22-23 23-24 24-25
Current 4th

22-23 23-24 24-25
Current 5th

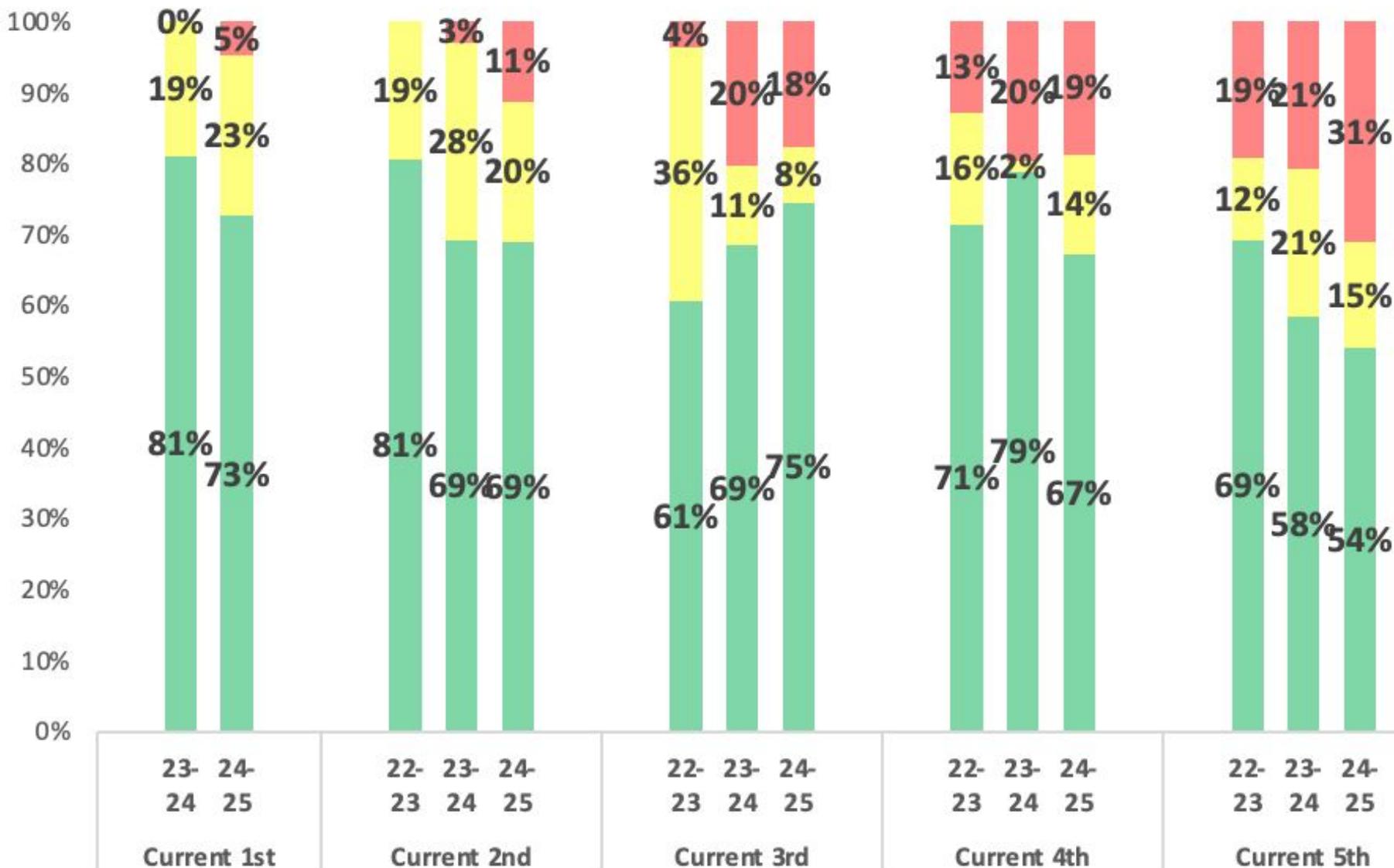
i-Ready Reading--Theuerkauf (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



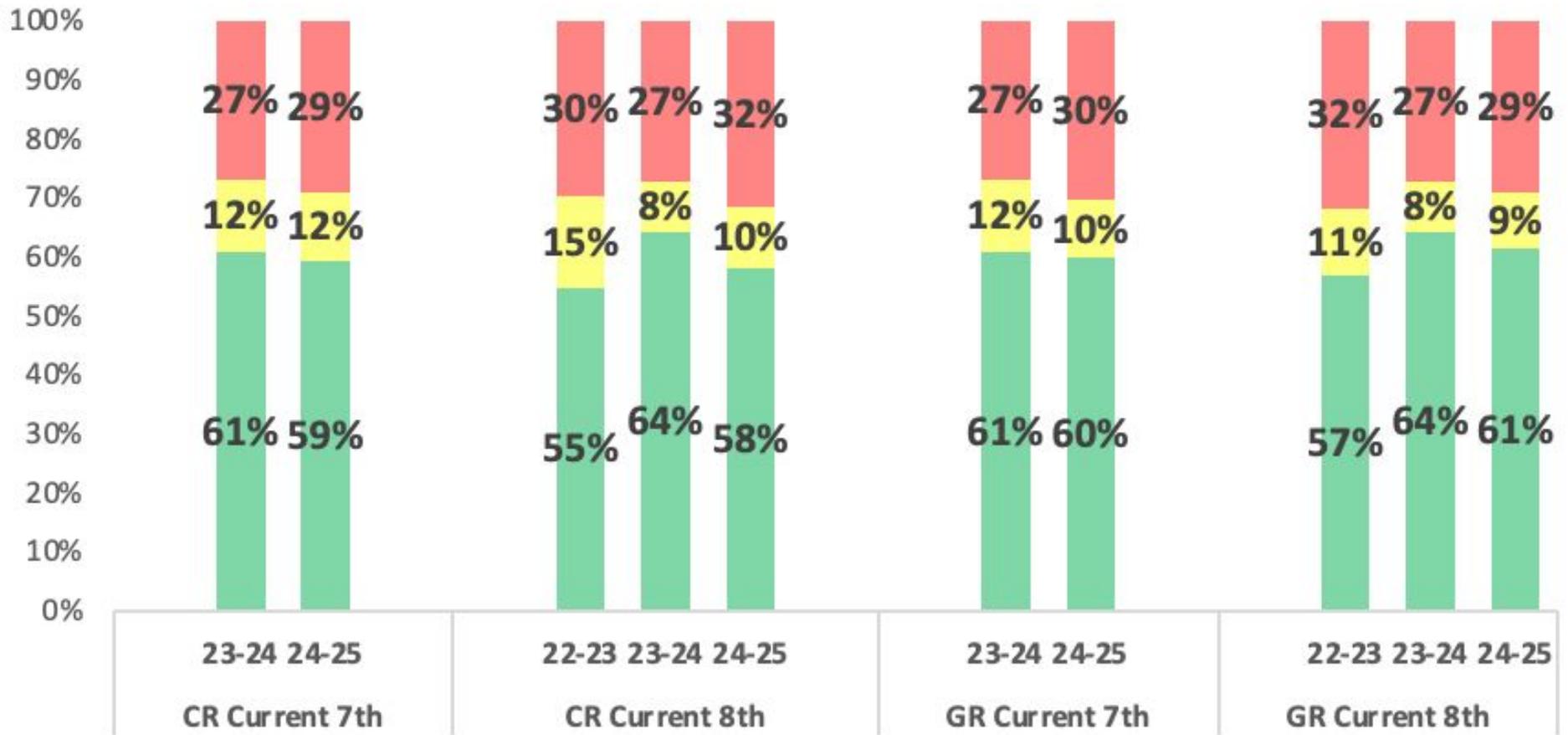
i-Ready Reading--Vargas (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



i-Ready Reading--Middle School (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3

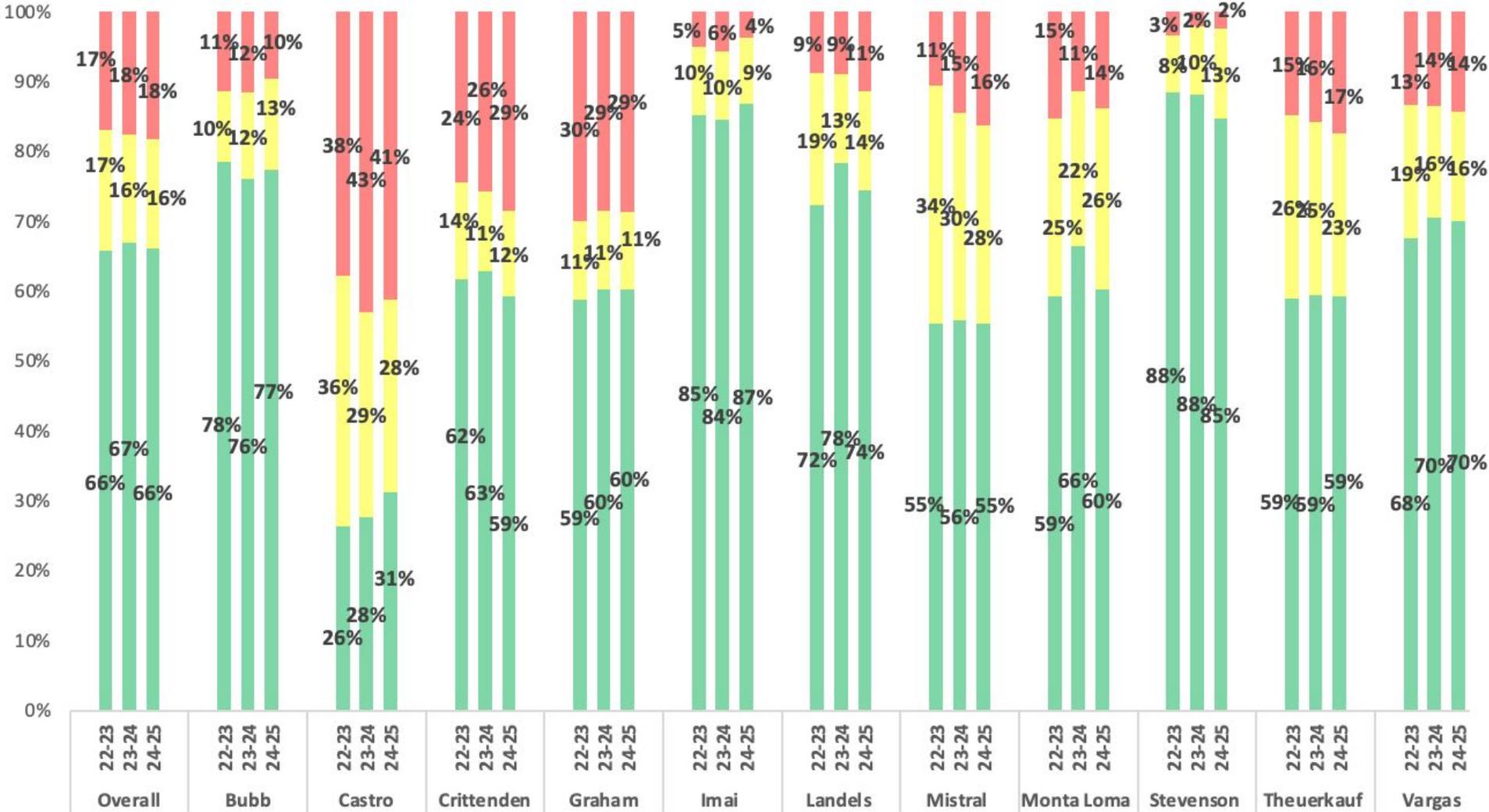


D3 Year to Year Comparison

- These graphs show End of Year proficiency levels for the last 3 school years
- Although these year to year comparisons do not compare student cohort to cohort, this is how state assessment scores are reported

i-Ready Reading by Site (D3 Year to Year)

■ Tier 1
 ■ Tier 2
 ■ Tier 3



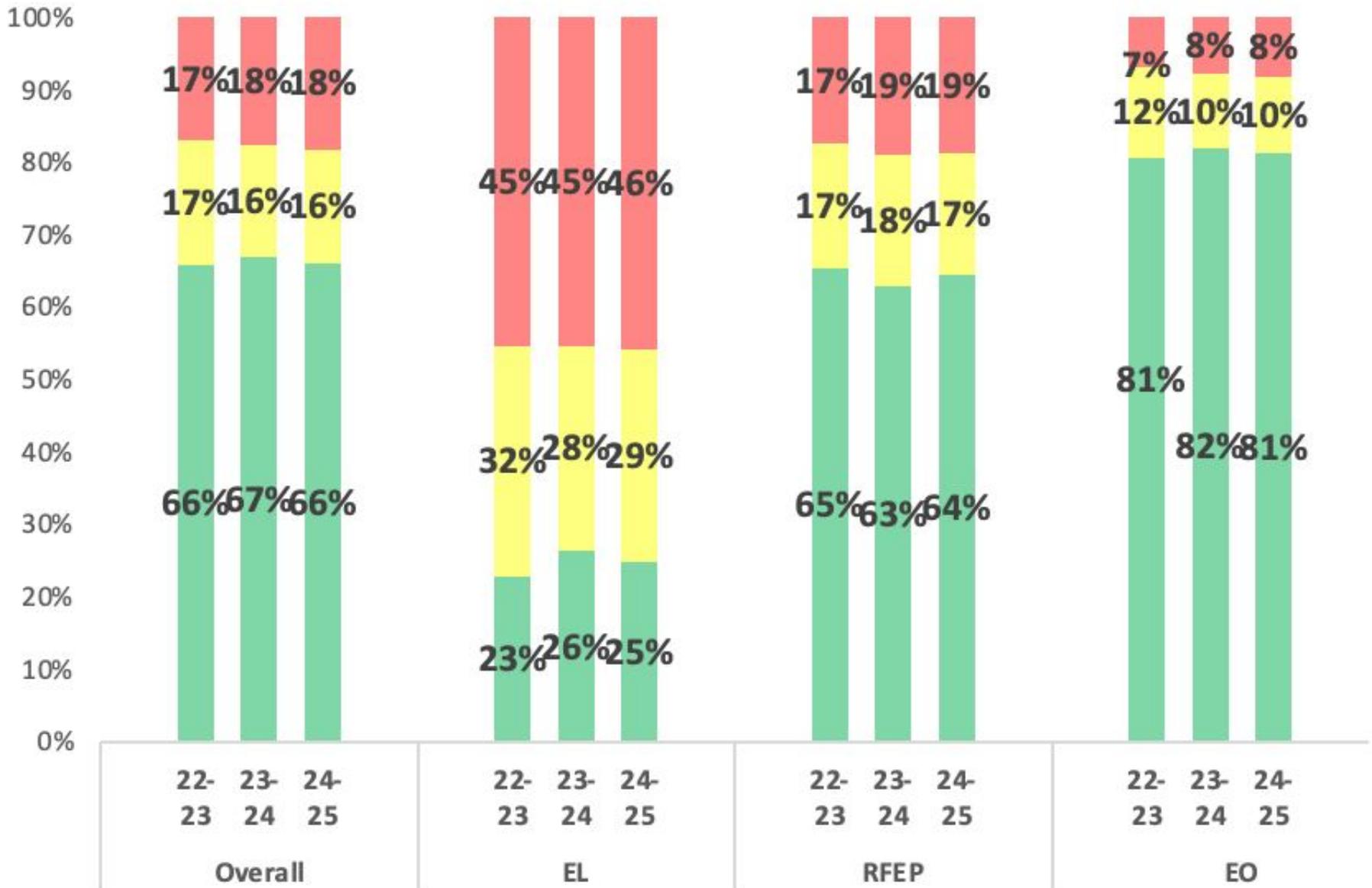
i-Ready Reading by Grade Level (D3 Year to Year)

Tier 1 Tier 2 Tier 3



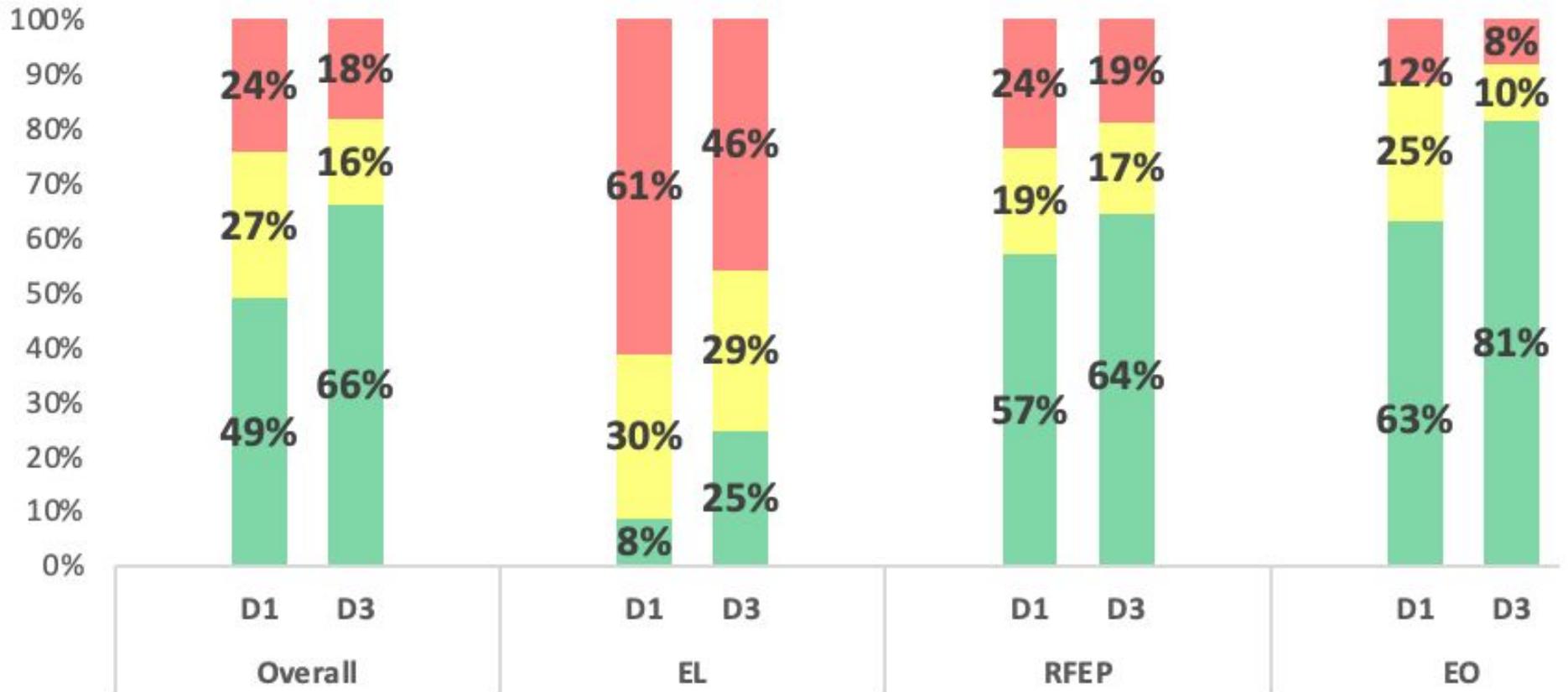
i-Ready Reading by EL Status (Year to Year)

Tier 1 Tier 2 Tier 3

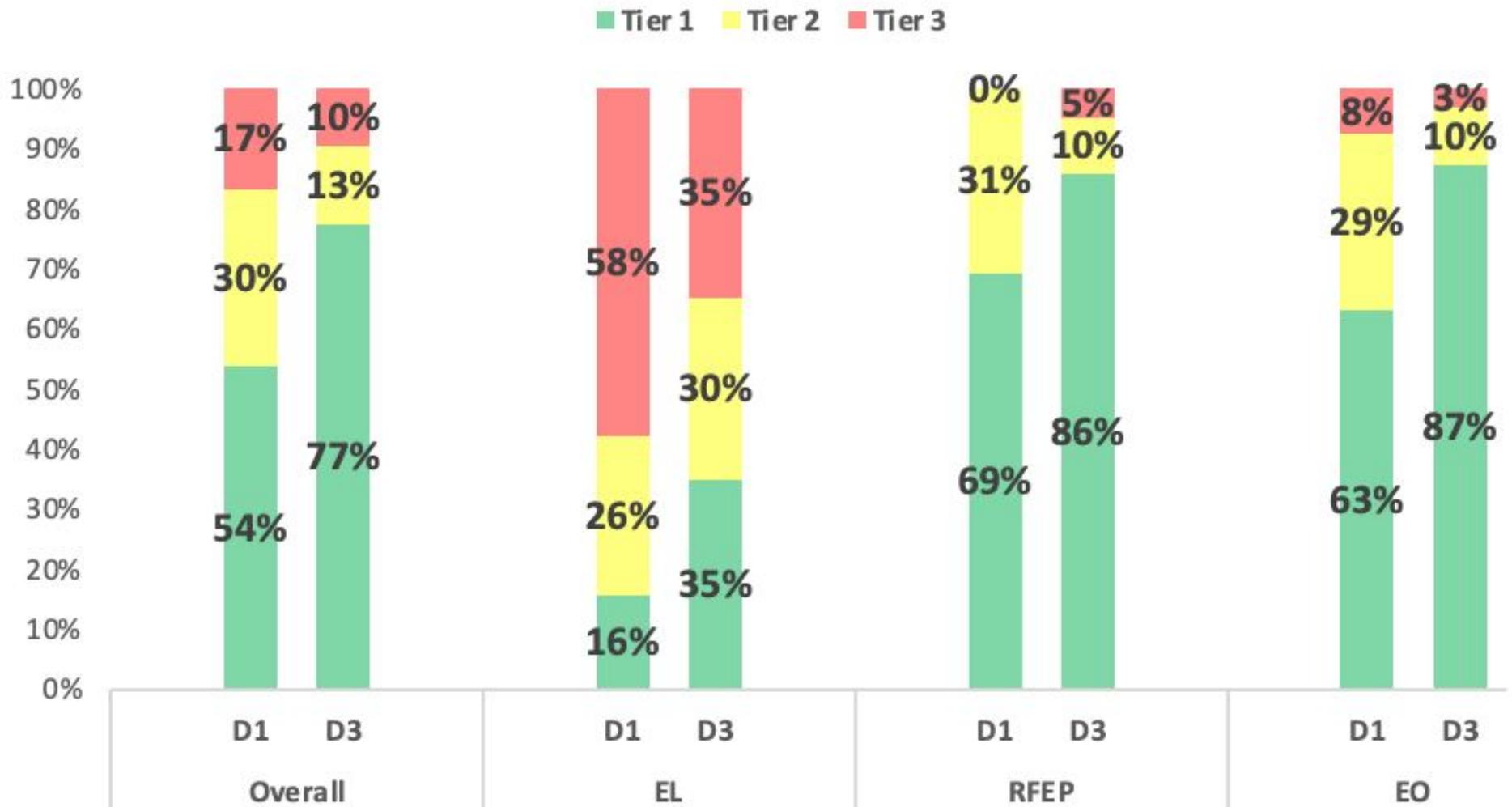


i-Ready Reading by EL Status (D1 to D3)

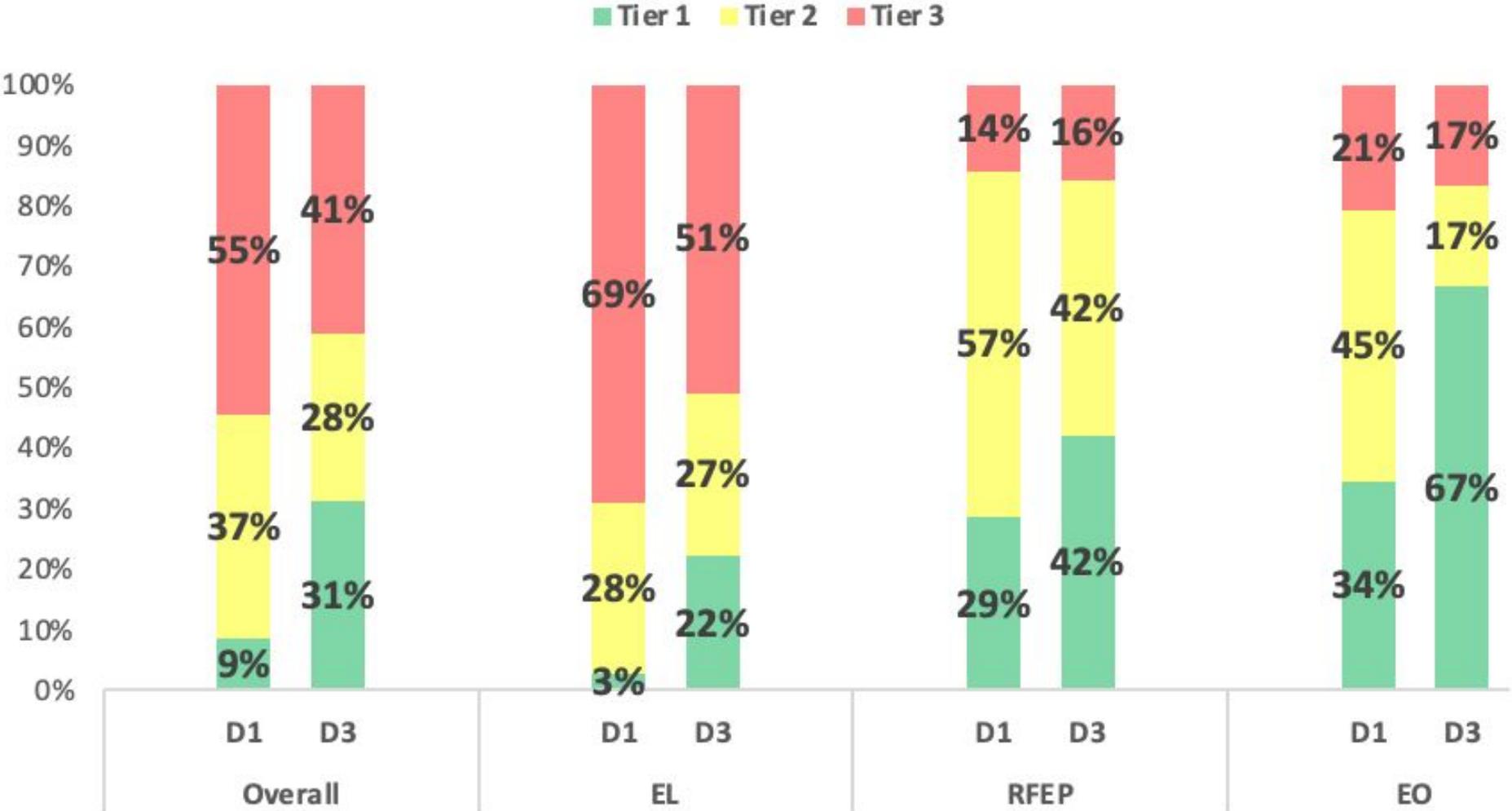
Tier 1 Tier 2 Tier 3



i-Ready Reading by EL Status--Bubb (D1 to D3)

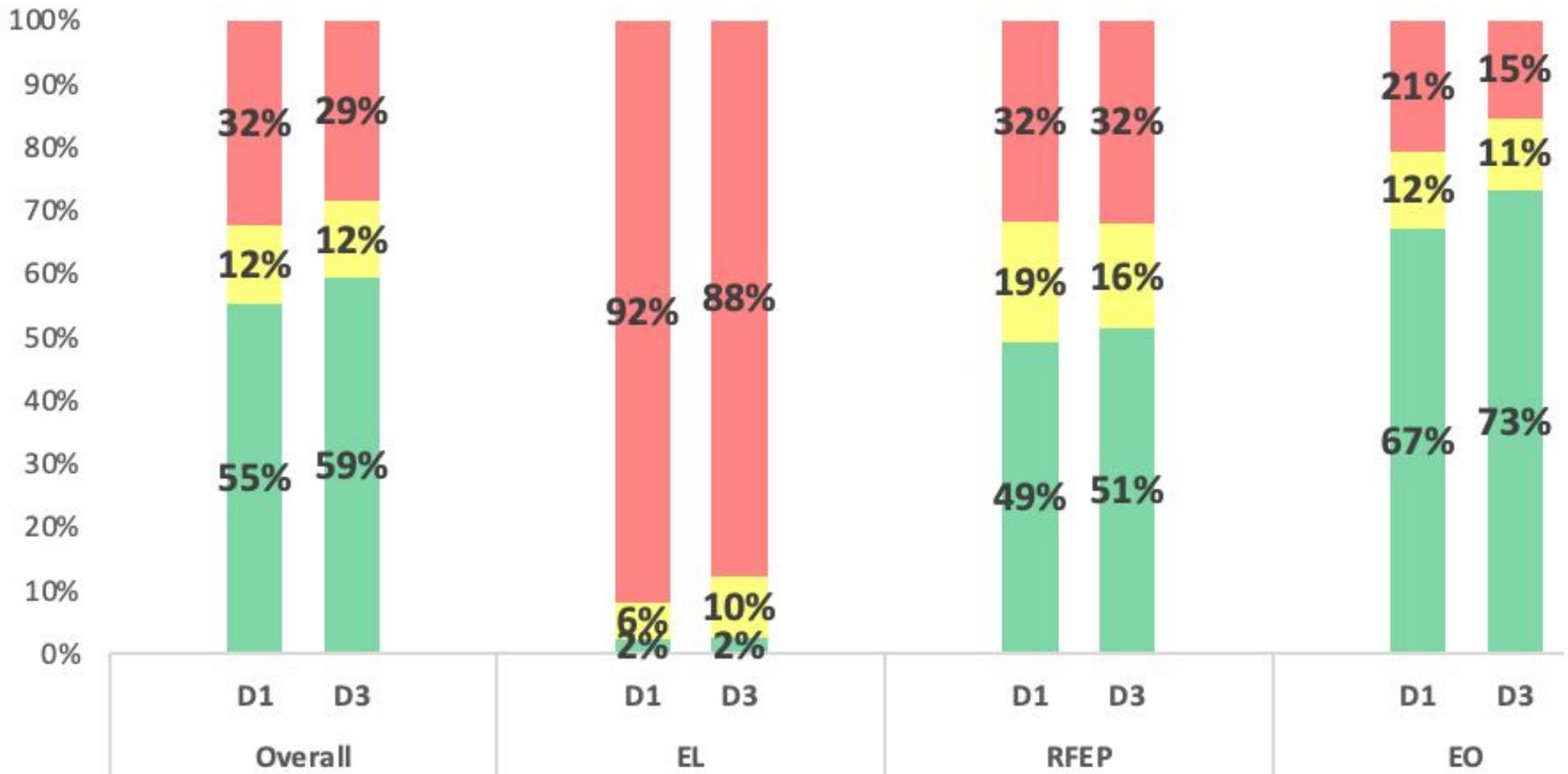


i-Ready Reading by EL Status--Castro (D1 to D3)



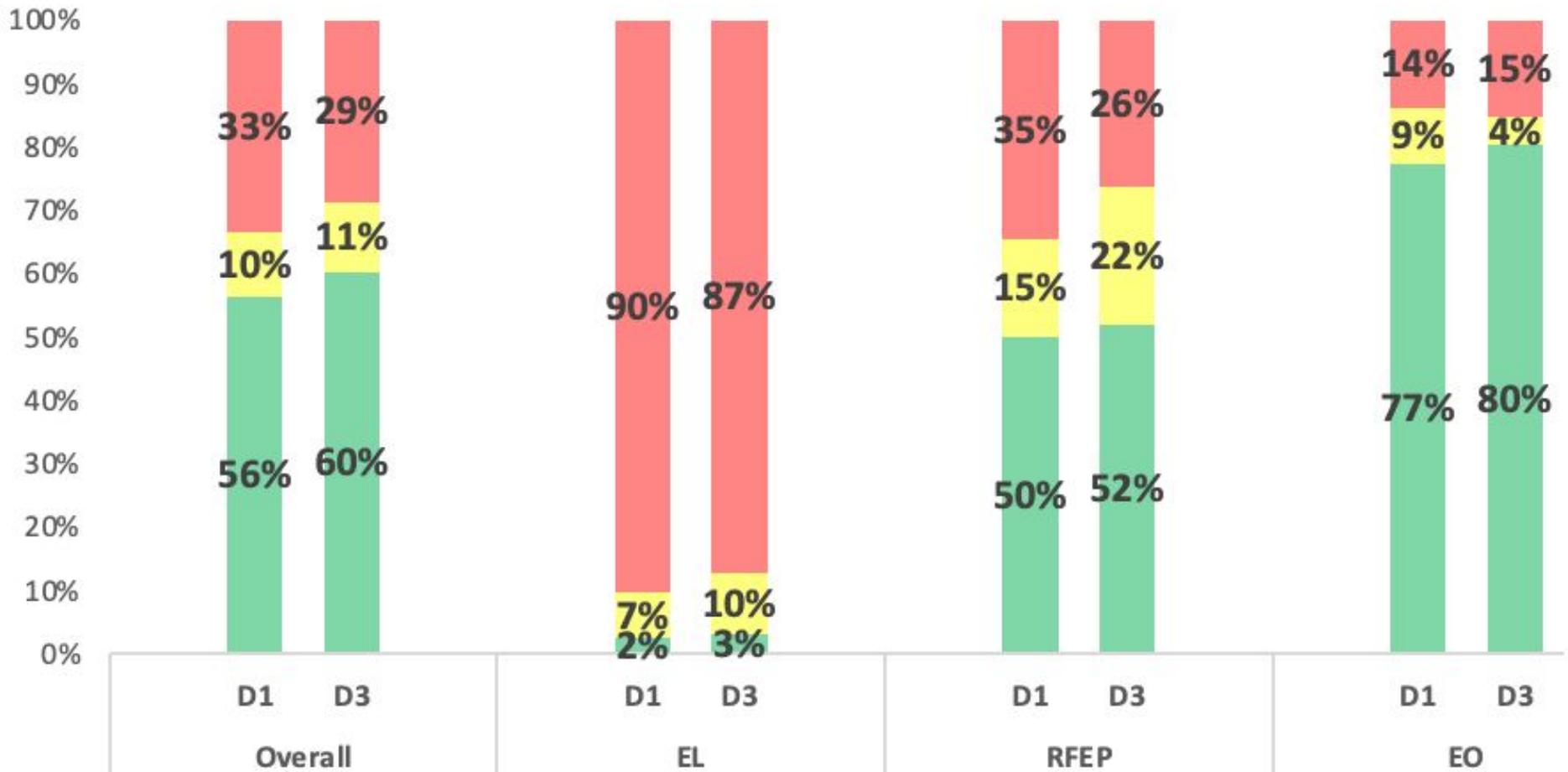
i-Ready Reading by EL Status--Crittenden (D1 to D3)

Tier 1 Tier 2 Tier 3



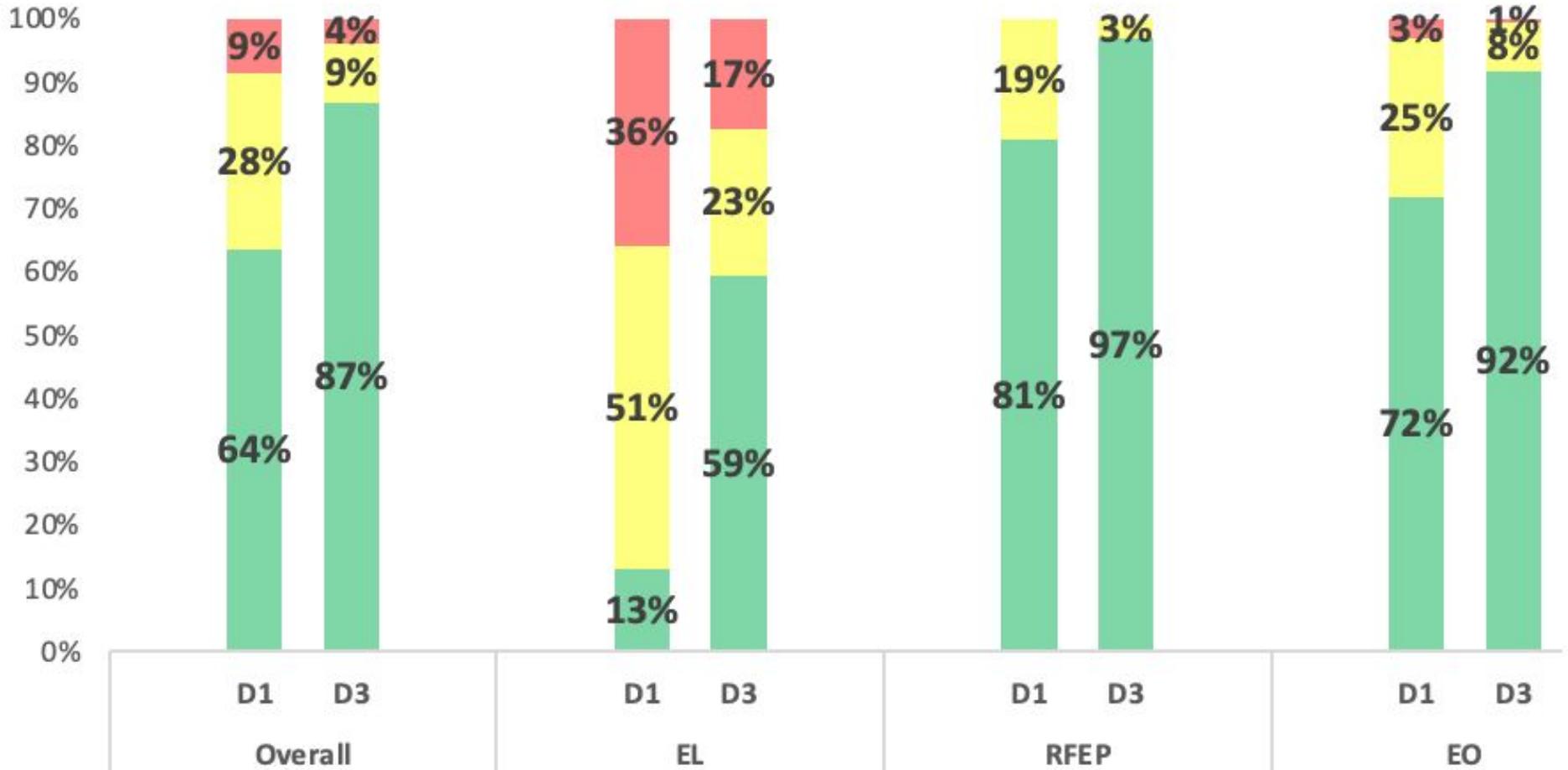
i-Ready Reading by EL Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3



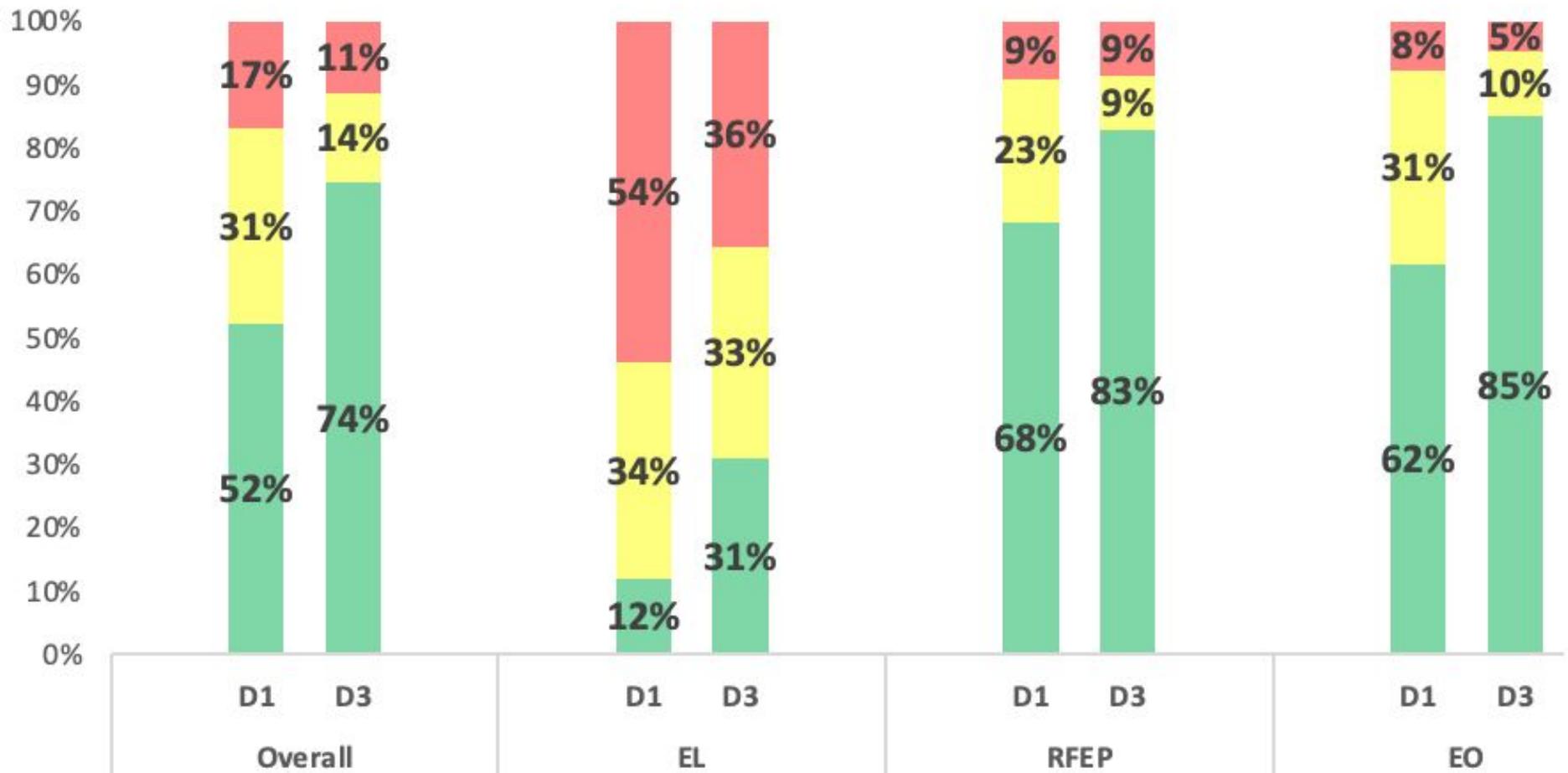
i-Ready Reading by EL Status--Imai (D1 to D3)

Tier 1 Tier 2 Tier 3

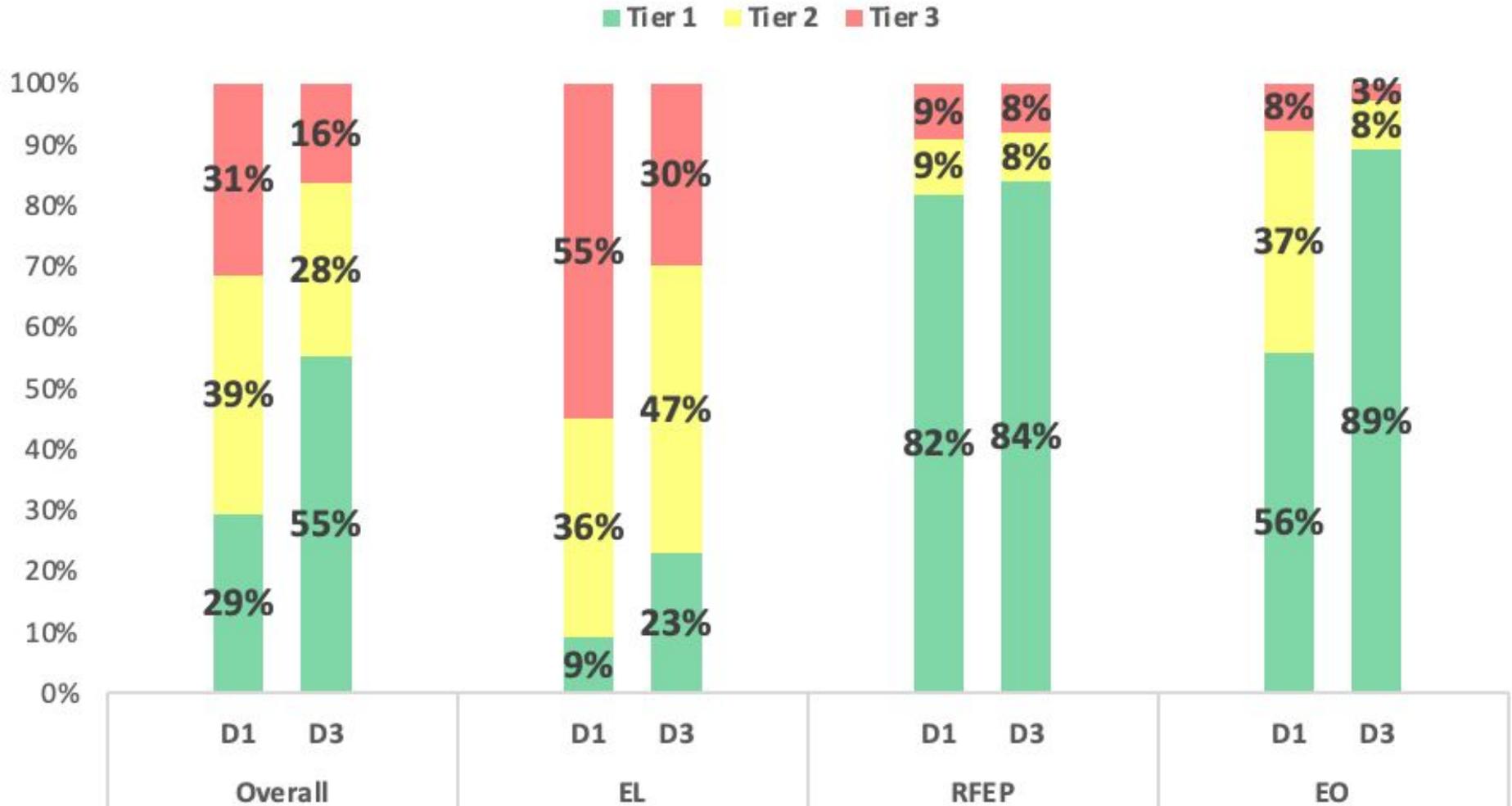


i-Ready Reading by EL Status--Landels (D1 to D3)

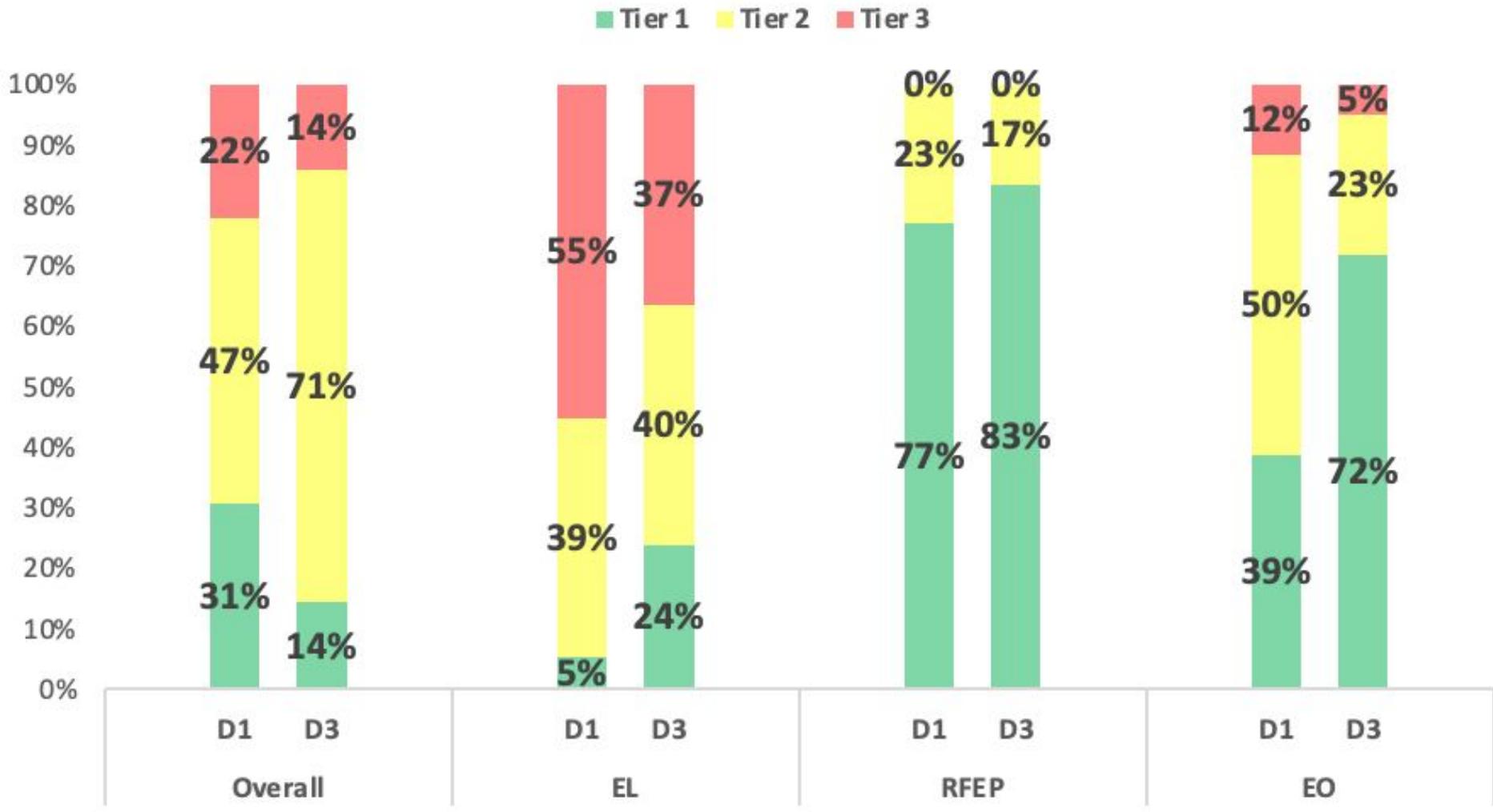
Tier 1 Tier 2 Tier 3



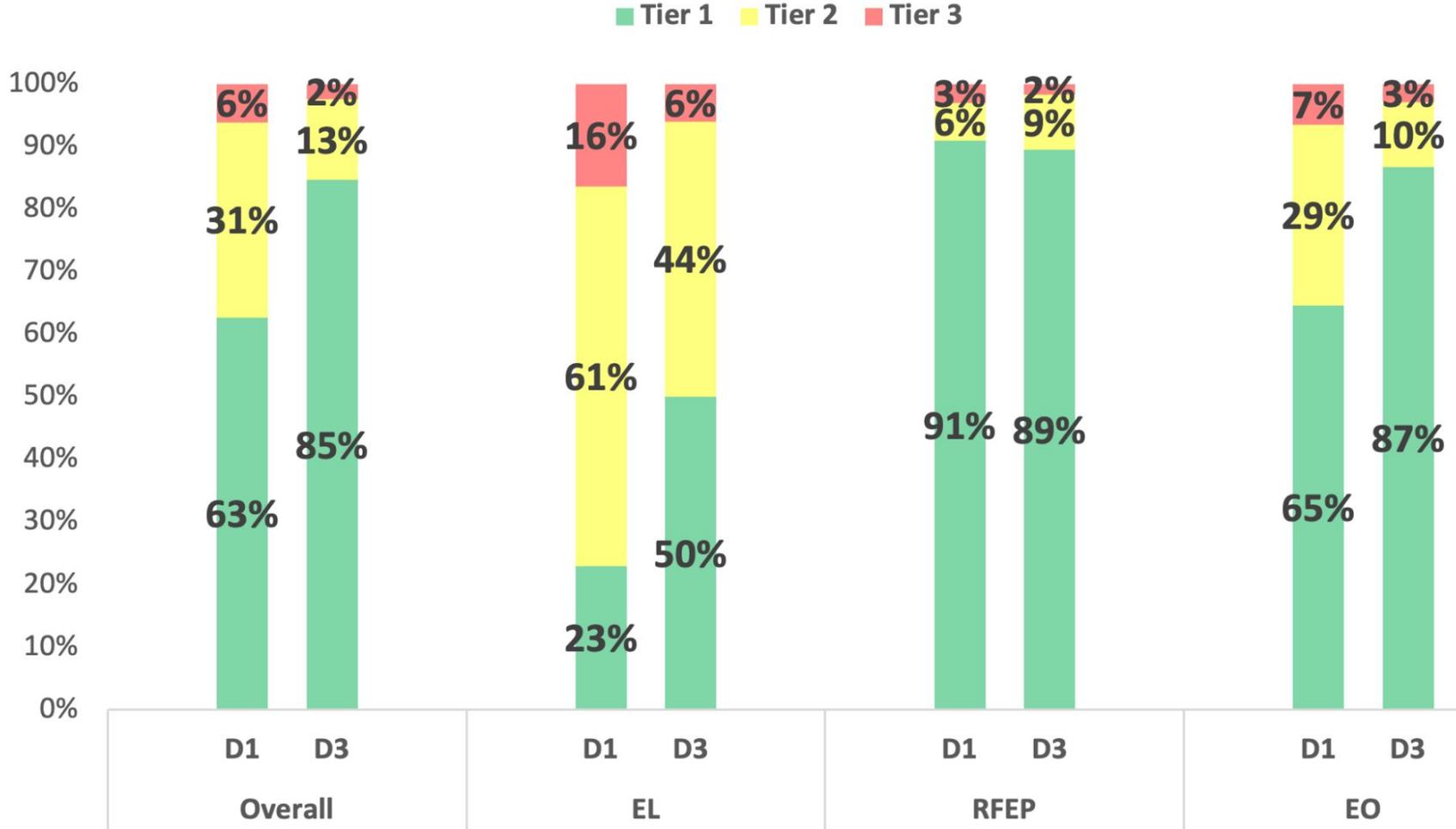
i-Ready Reading by EL Status--Mistral (D1 to D3)



i-Ready Reading by EL Status--Monta Loma (D1 to D3)

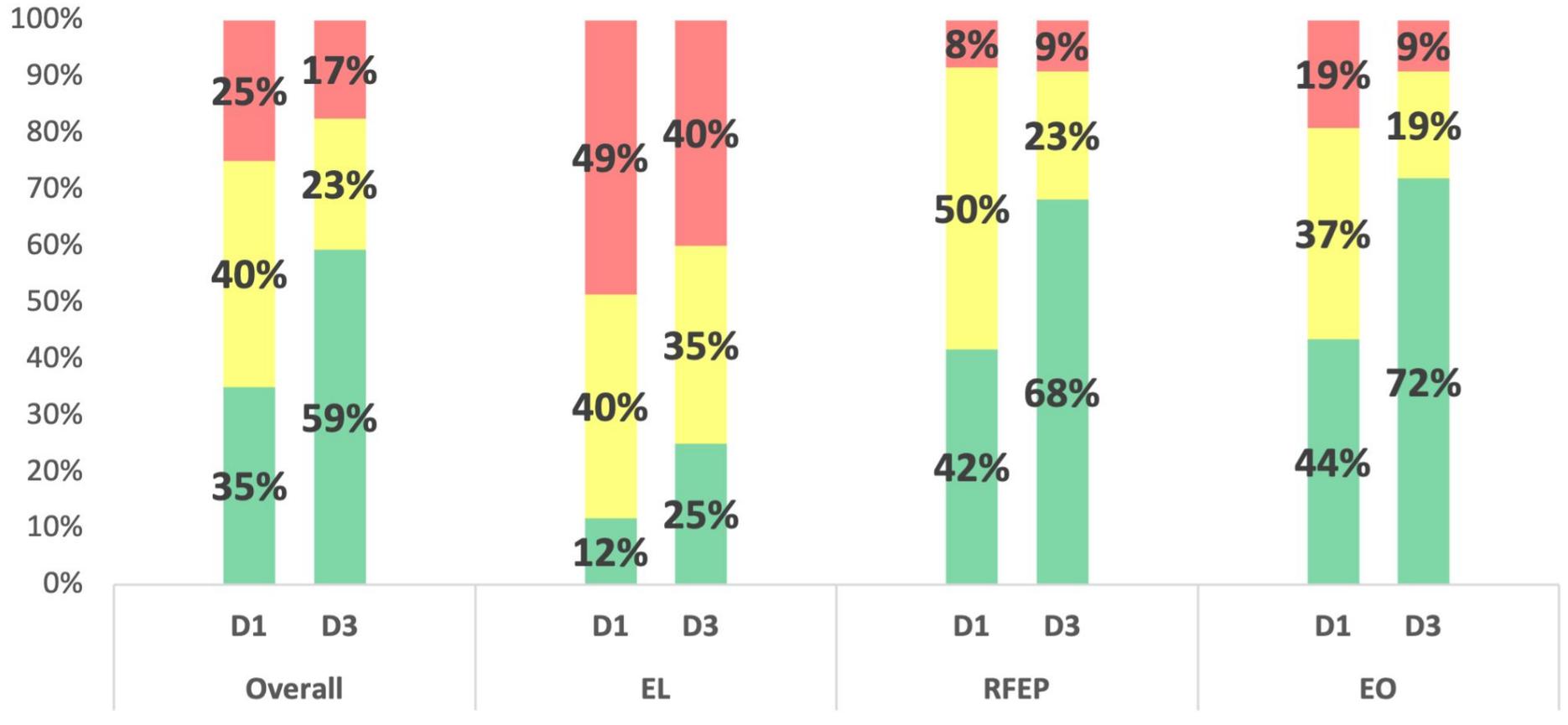


i-Ready Reading by EL Status--Stevenson (D1 to D3)



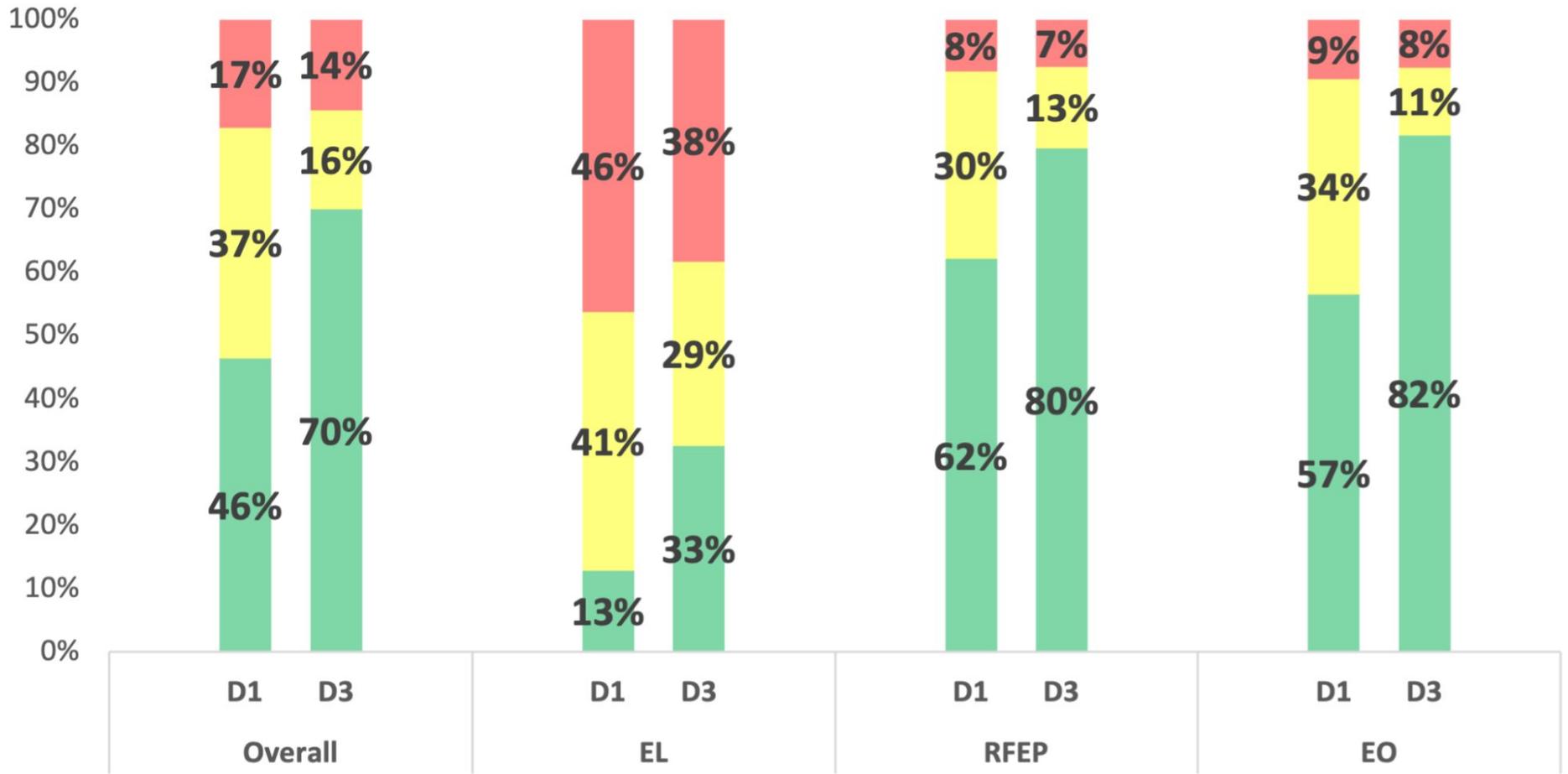
i-Ready Reading by EL Status--Theuerkauf (D1 to D3)

Tier 1 Tier 2 Tier 3



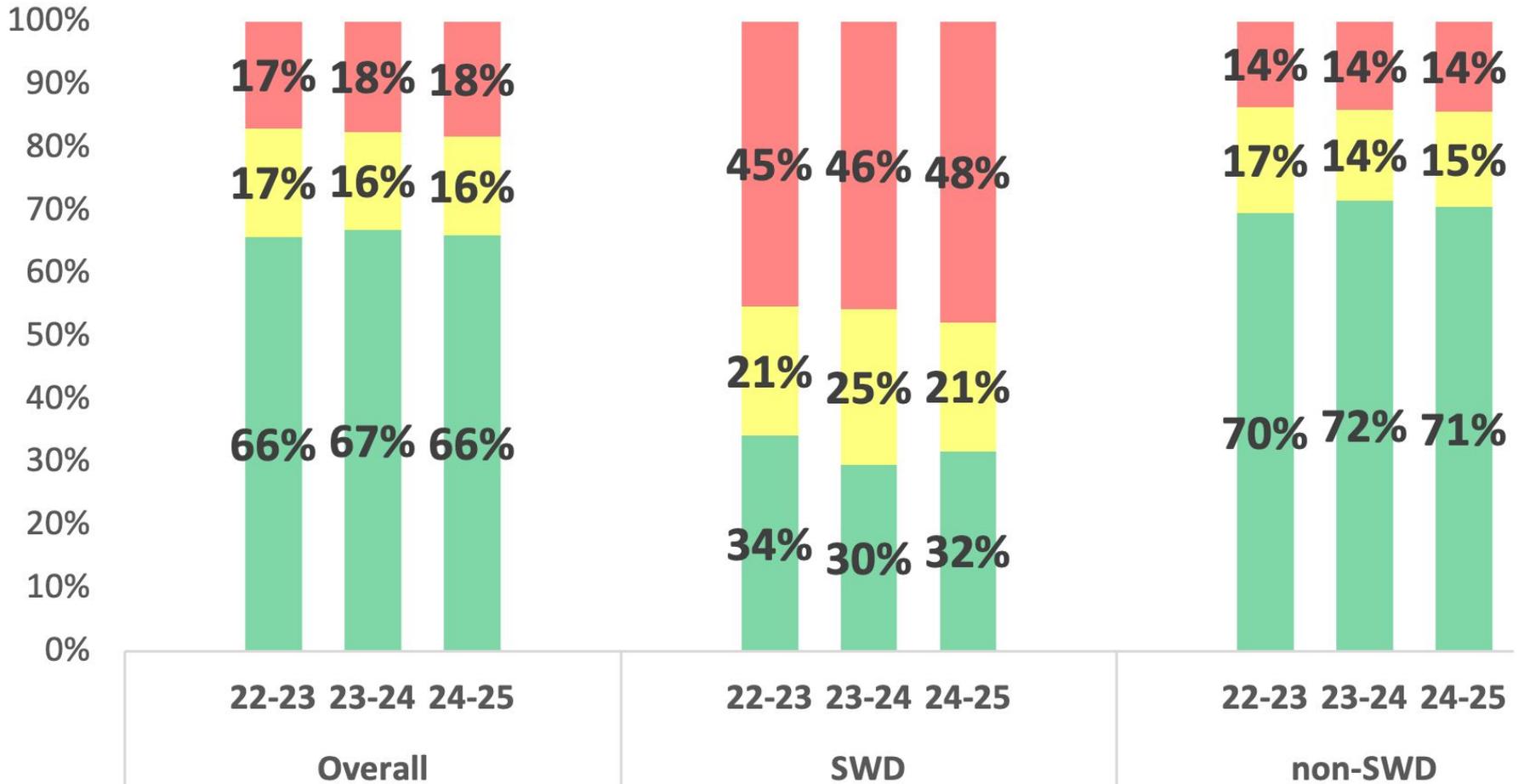
i-Ready Reading by EL Status--Vargas (D1 to D3)

Tier 1 Tier 2 Tier 3



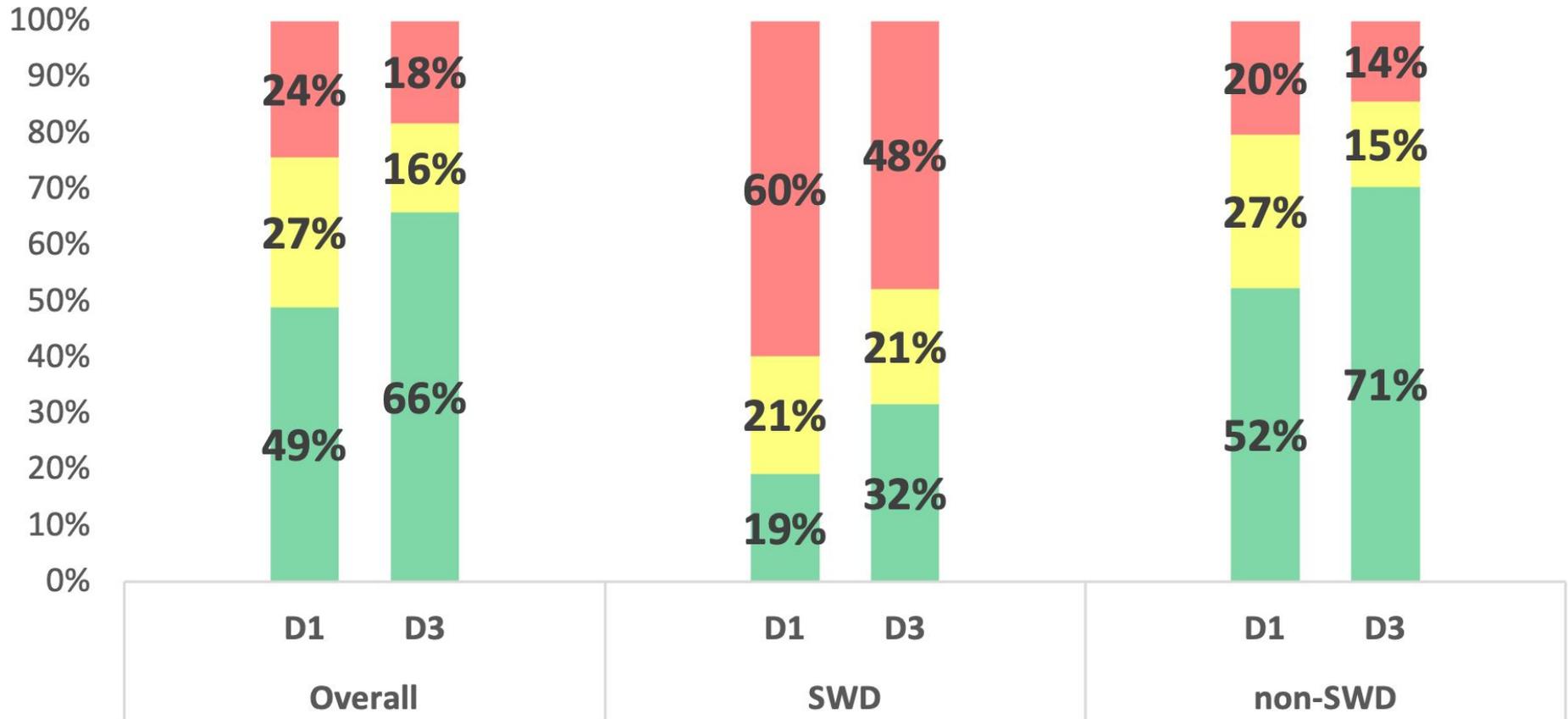
i-Ready Reading by Disability Status (Year to Year)

Tier 1 Tier 2 Tier 3



i-Ready Reading by Disability Status (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Reading by Disability Status--Bubb (D1 to D3)

Tier 1 Tier 2 Tier 3



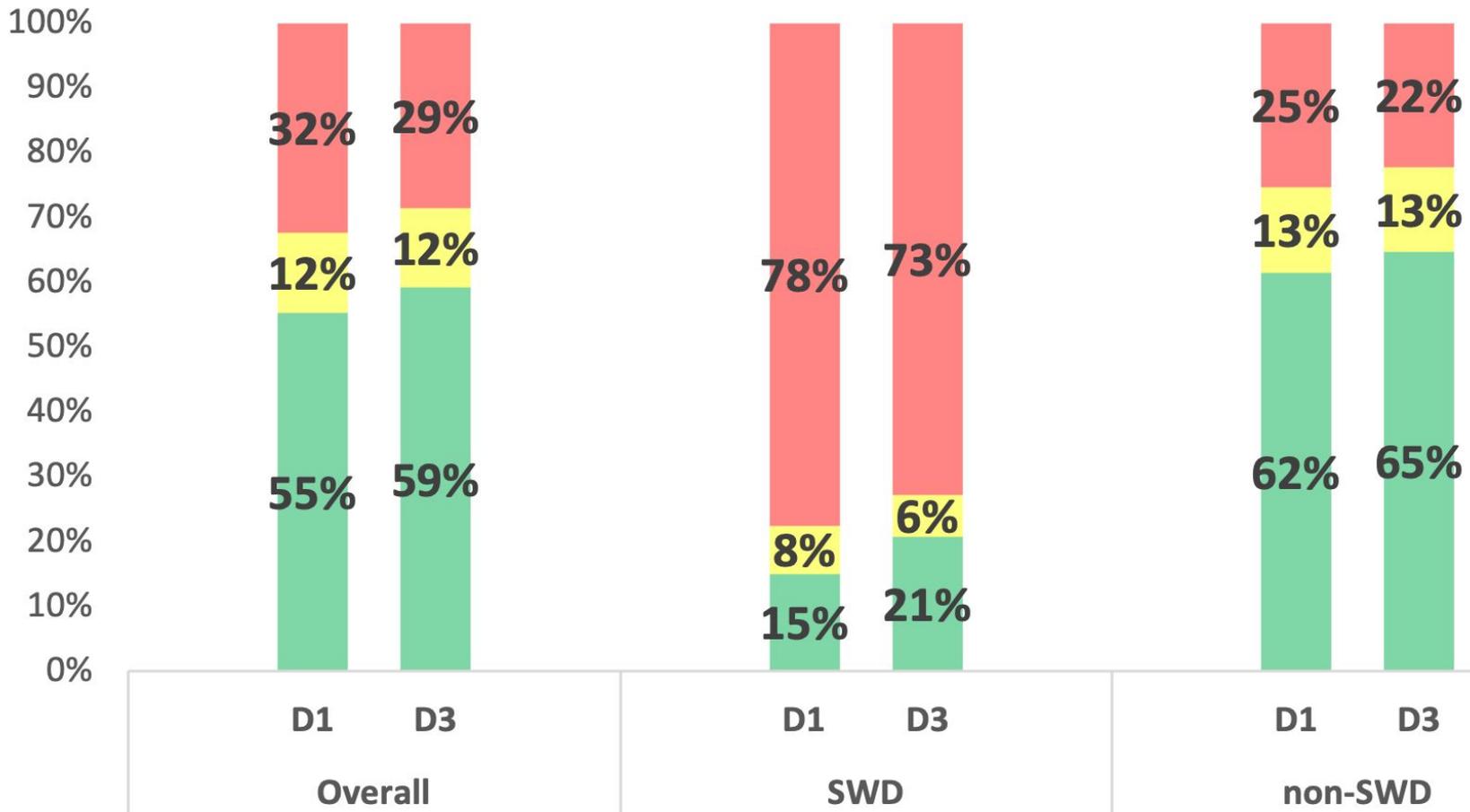
i-Ready Reading by SWD Status--Castro (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Reading by SWD Status--Crittenden (D1 to D3)

Tier 1 Tier 2 Tier 3



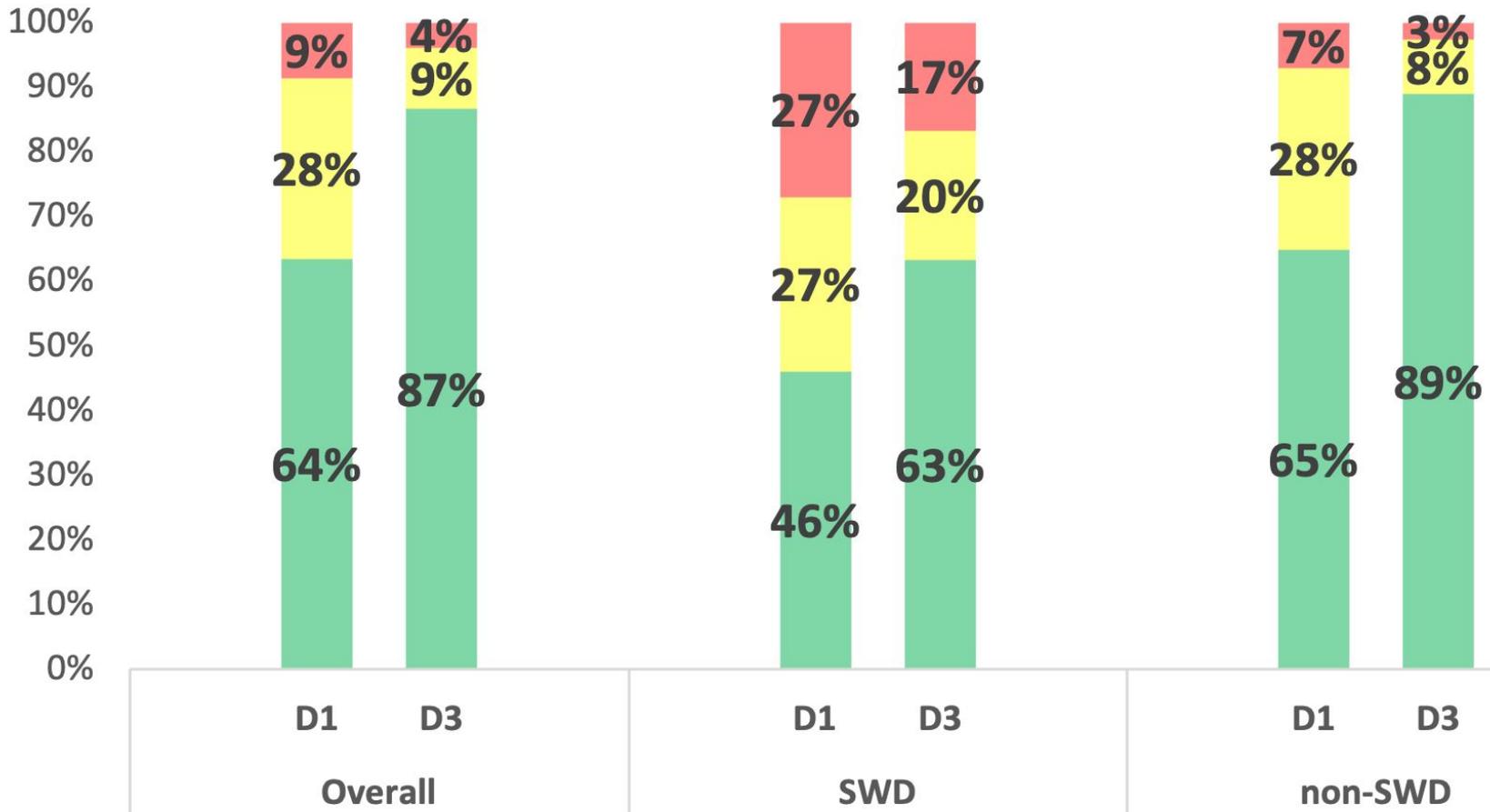
i-Ready Reading by SWD Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3



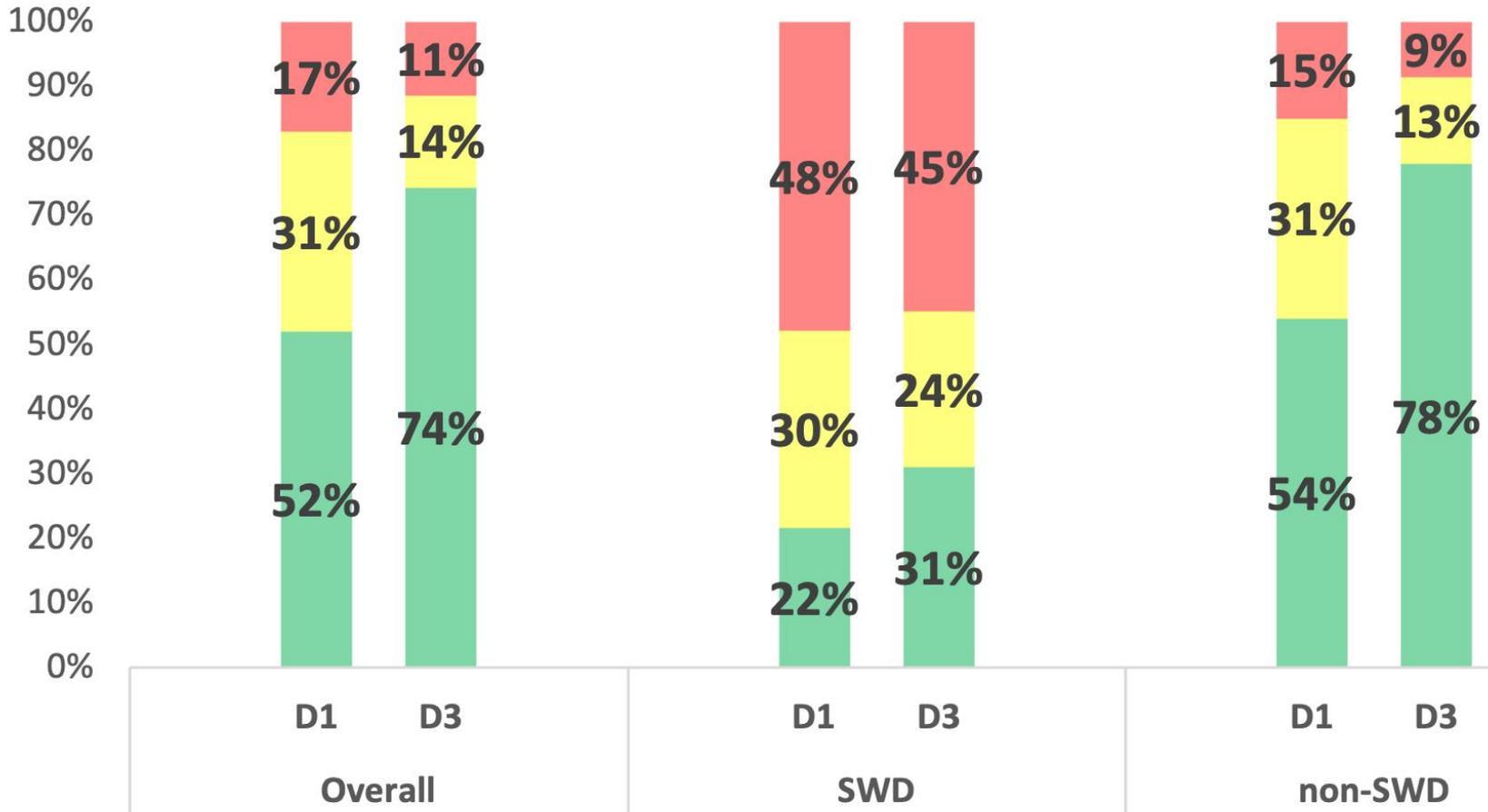
i-Ready Reading by SWD Status--Imai (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



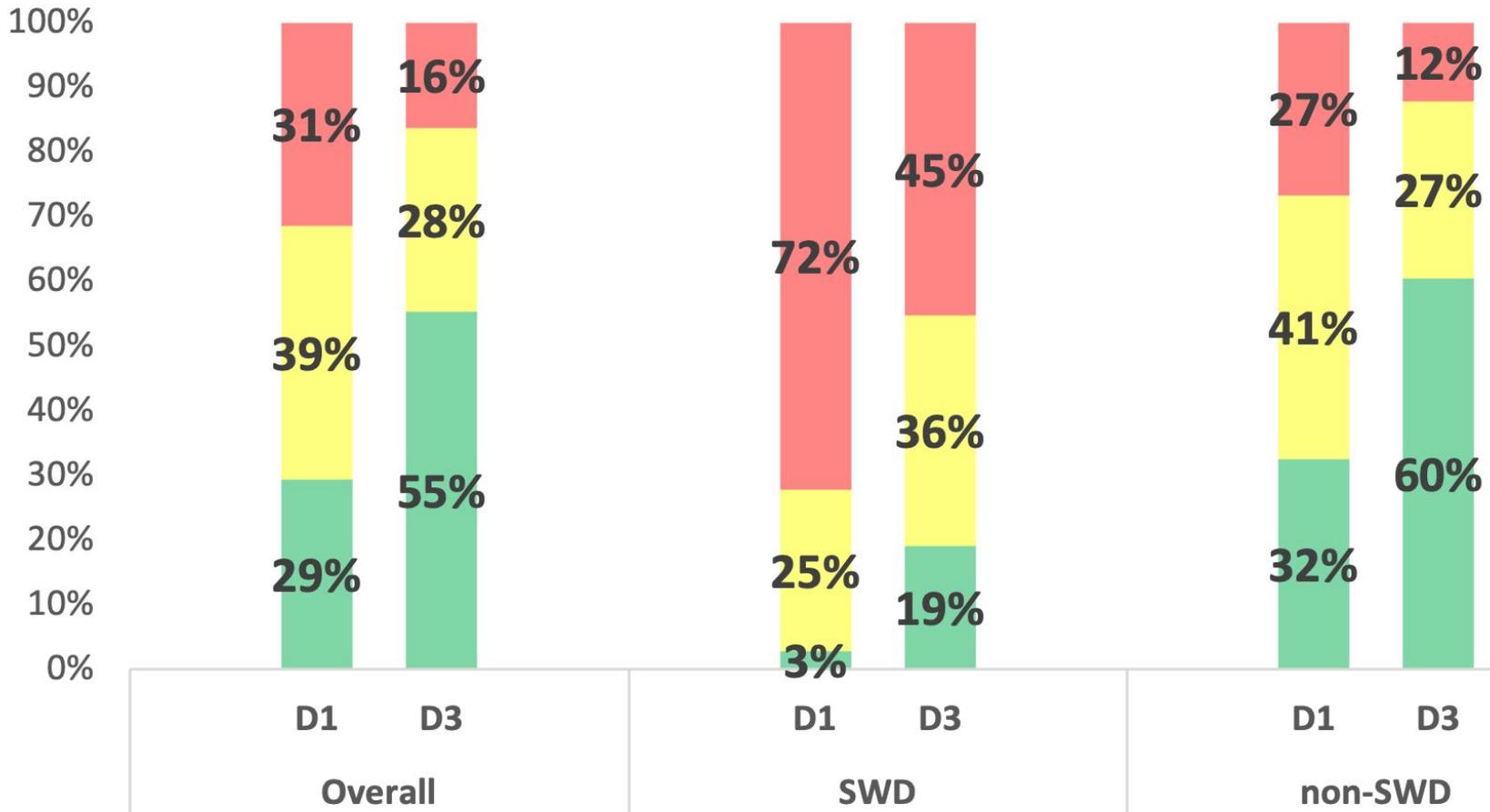
i-Ready Reading by SWD Status--Landels (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



i-Ready Reading by SWD Status--Mistral (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Reading by SWD Status--Monta Loma (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Reading by SWD Status--Stevenson (D1 to D3)

Tier 1 Tier 2 Tier 3



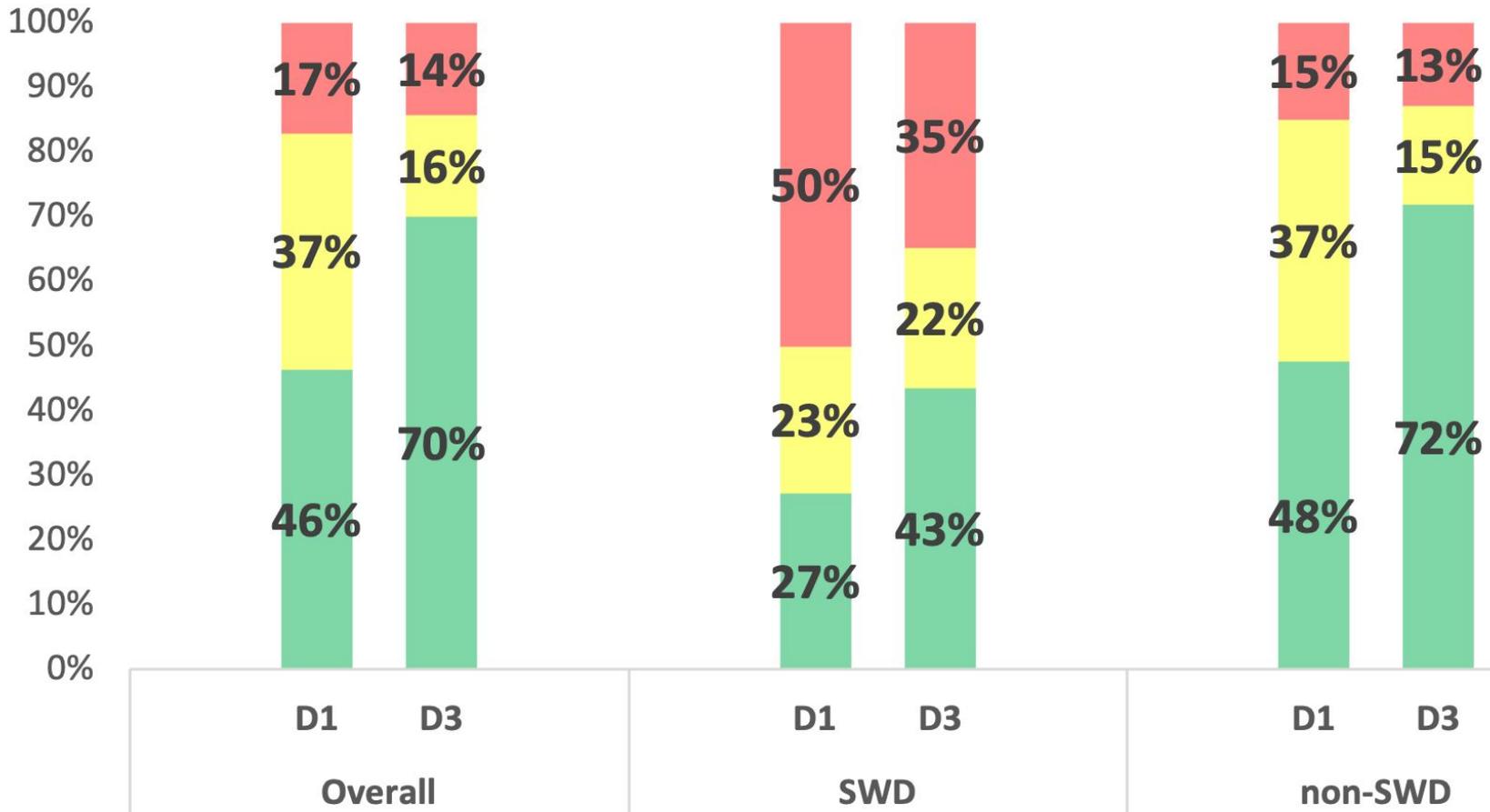
i-Ready Reading by SWD Status--Theuerkauf (D1 to D3)

Tier 1 Tier 2 Tier 3



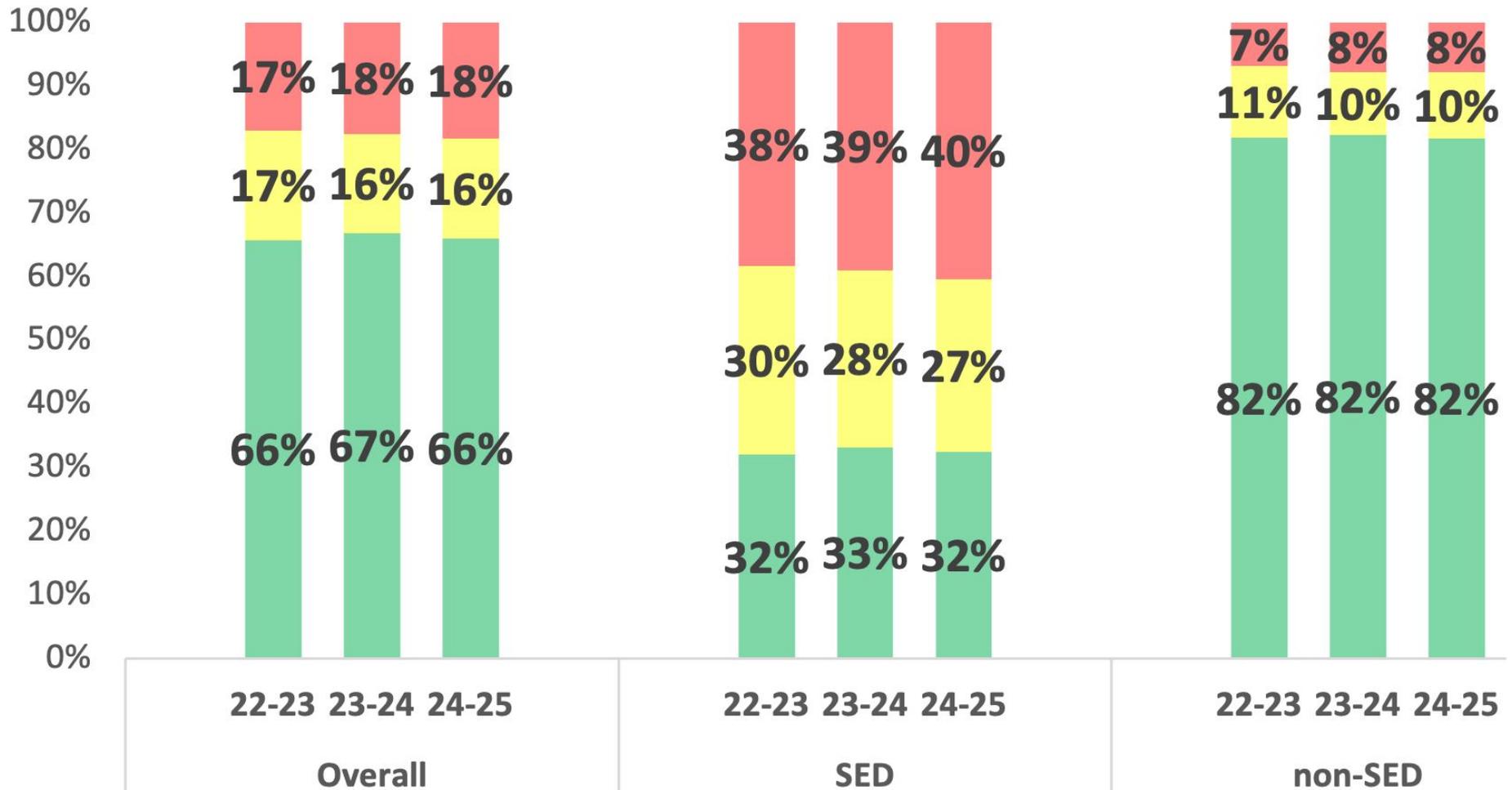
i-Ready Reading by SWD Status--Vargas (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



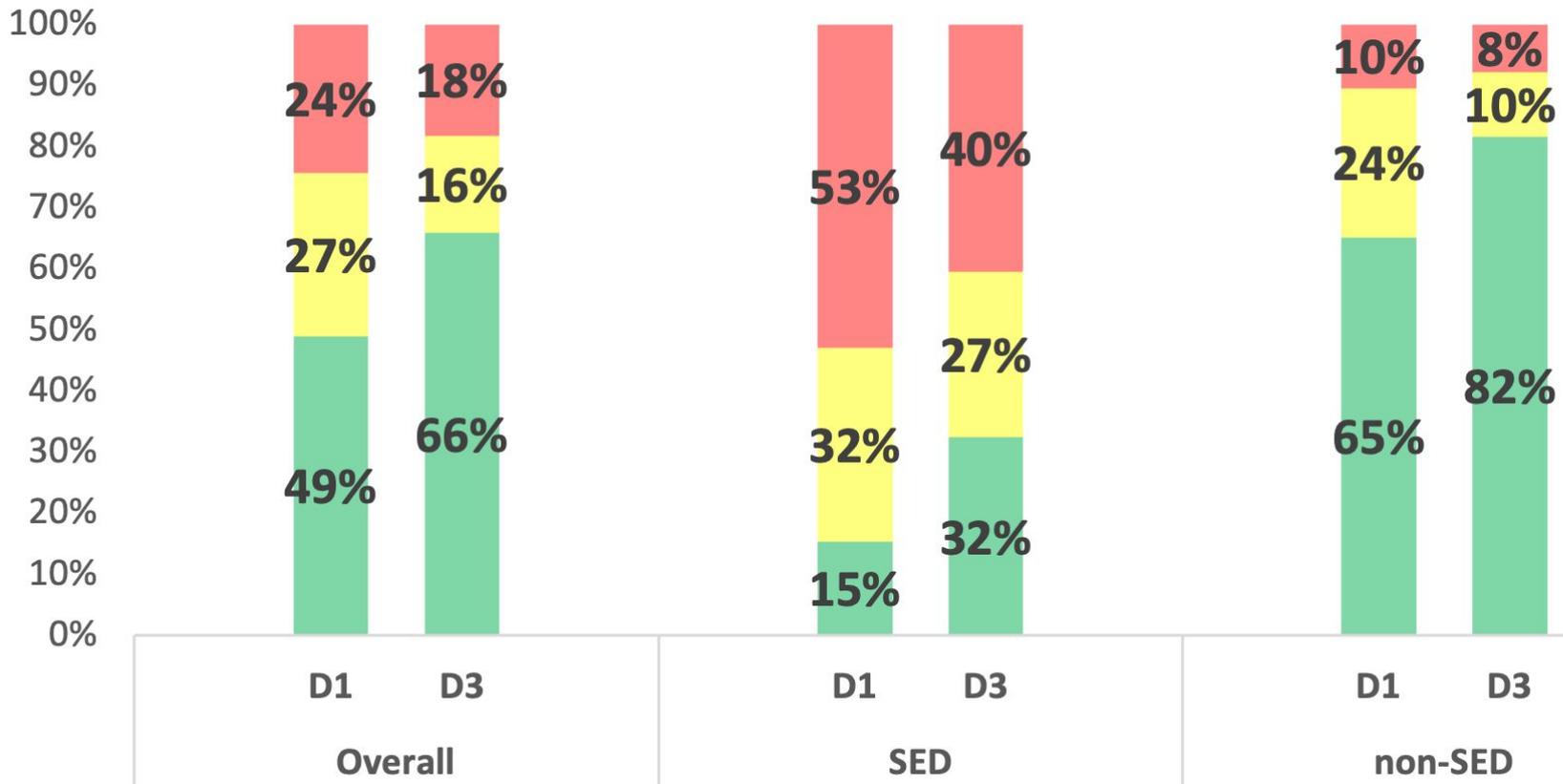
i-Ready Reading by Socioeconomic Status (Year to Year)

Tier 1 Tier 2 Tier 3



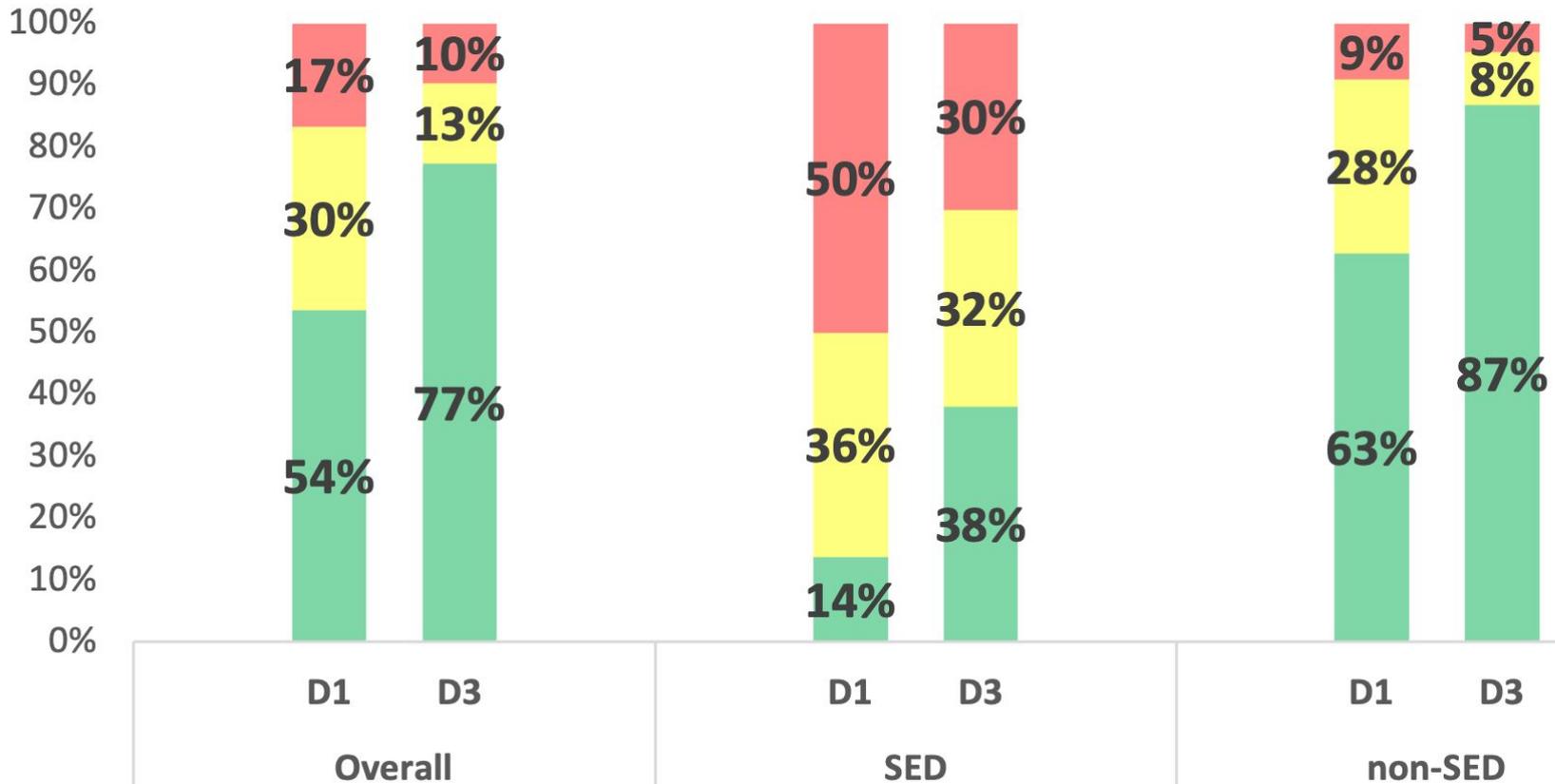
i-Ready Reading by Socioeconomic Status (D1 to D3)

Tier 1 Tier 2 Tier 3



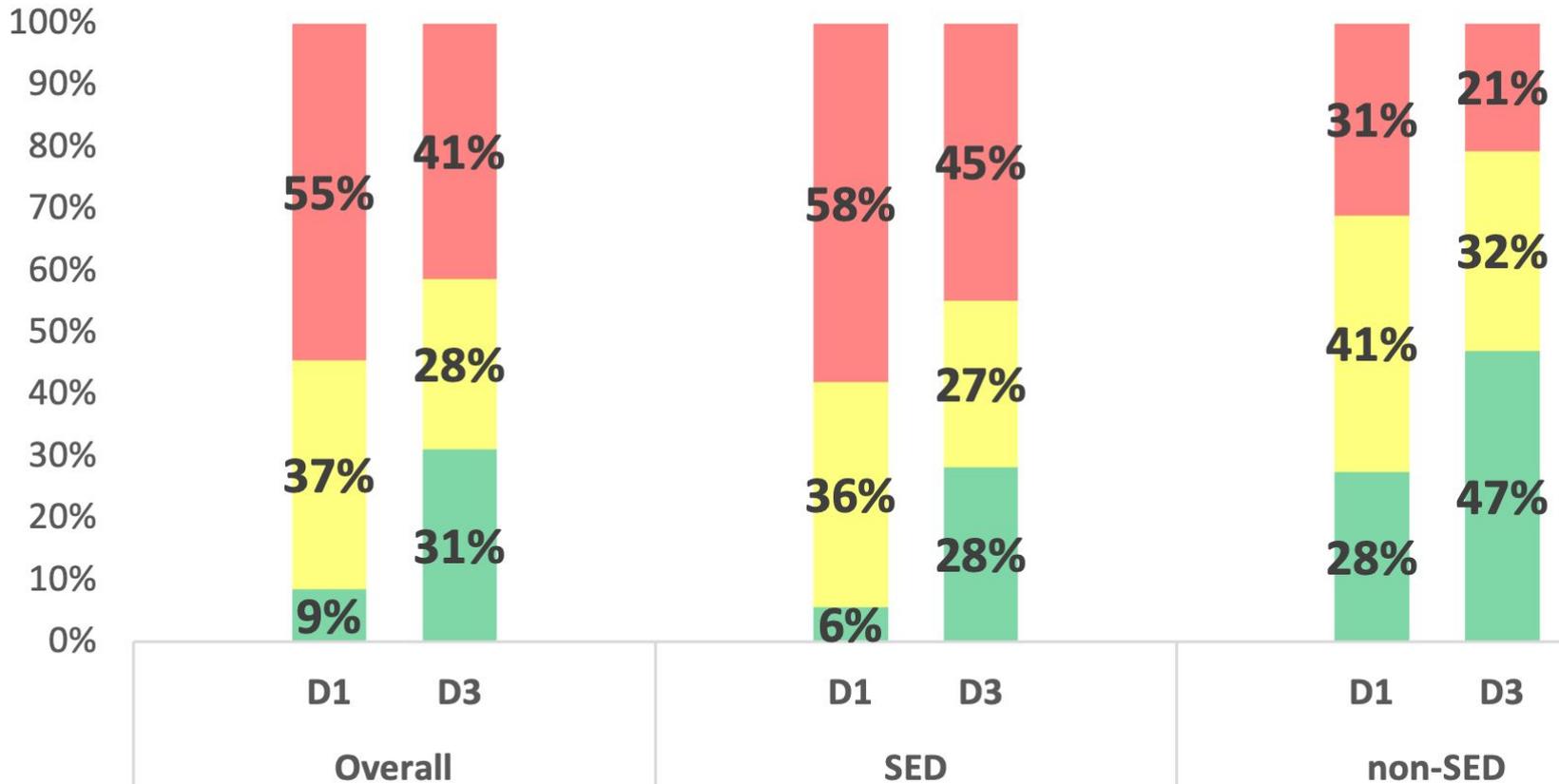
i-Ready Reading by Socioeconomic Status--Bubb (D1 to D3)

Tier 1 Tier 2 Tier 3



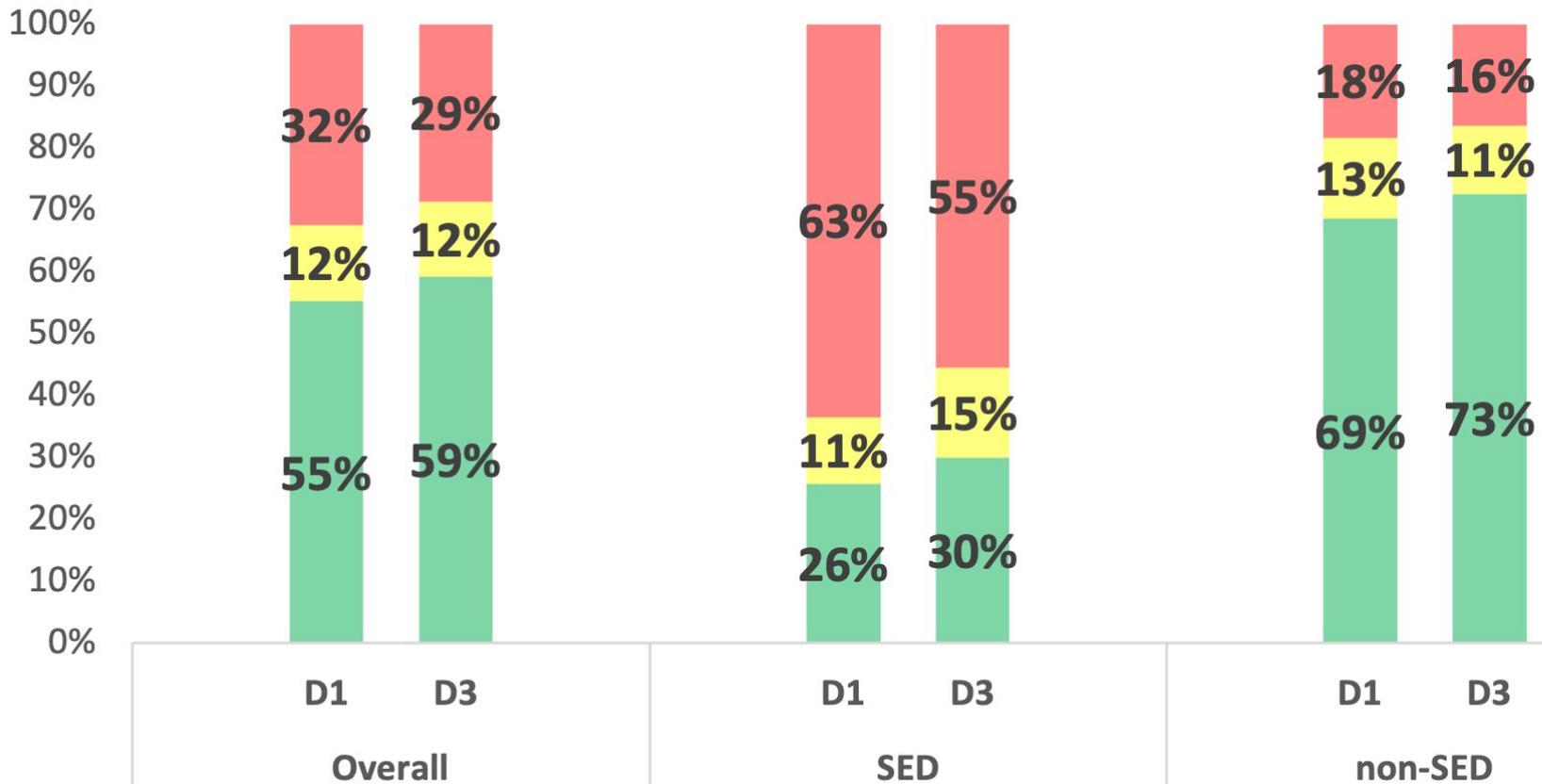
i-Ready Reading by Socioeconomic Status--Castro (D1 to D3)

Tier 1 Tier 2 Tier 3



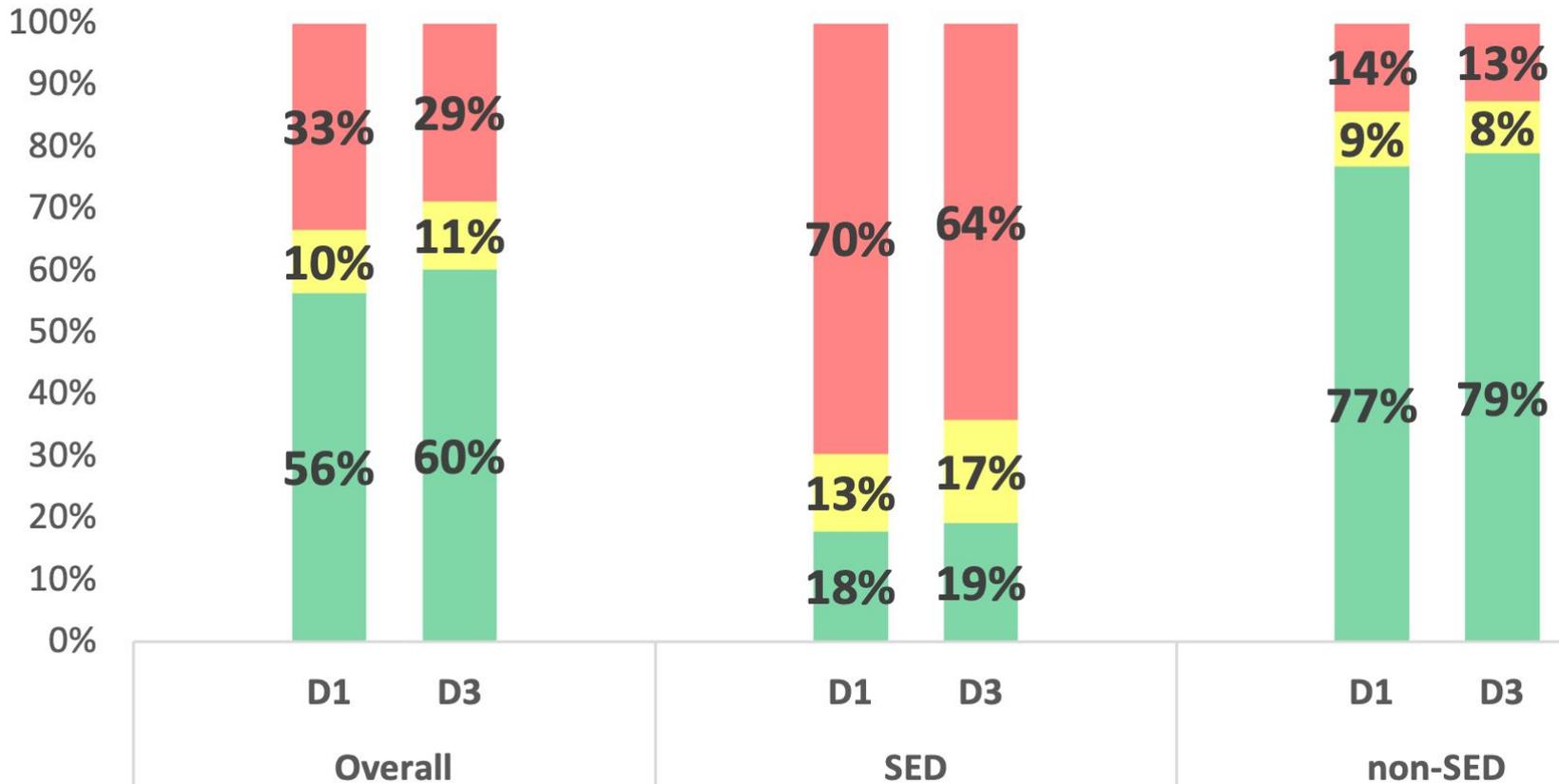
i-Ready Reading by Socioeconomic Status--Crittenden (D1 to D3)

Tier 1 Tier 2 Tier 3



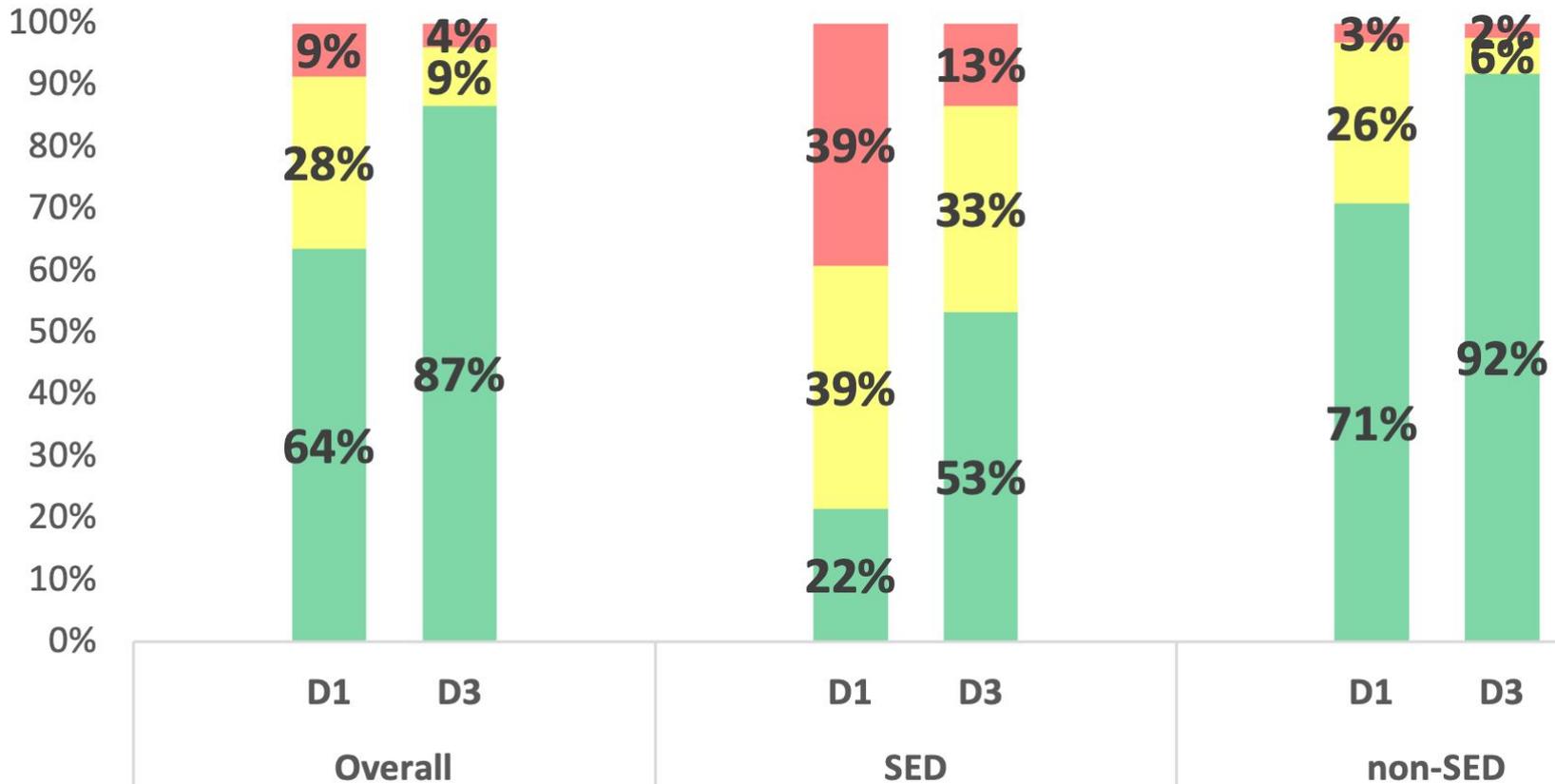
i-Ready Reading by Socioeconomic Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3



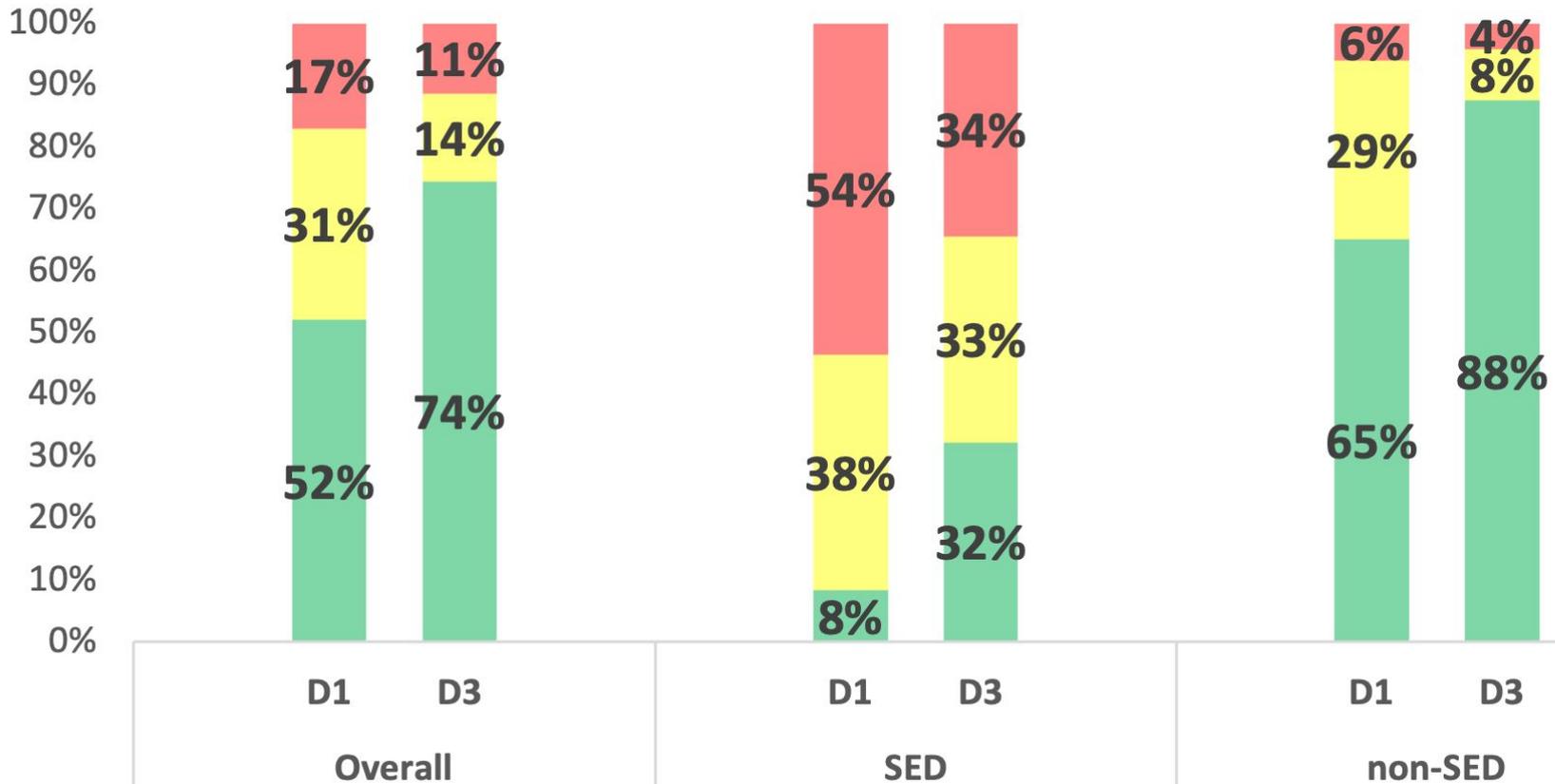
i-Ready Reading by Socioeconomic Status--Imai (D1 to D3)

Tier 1 Tier 2 Tier 3



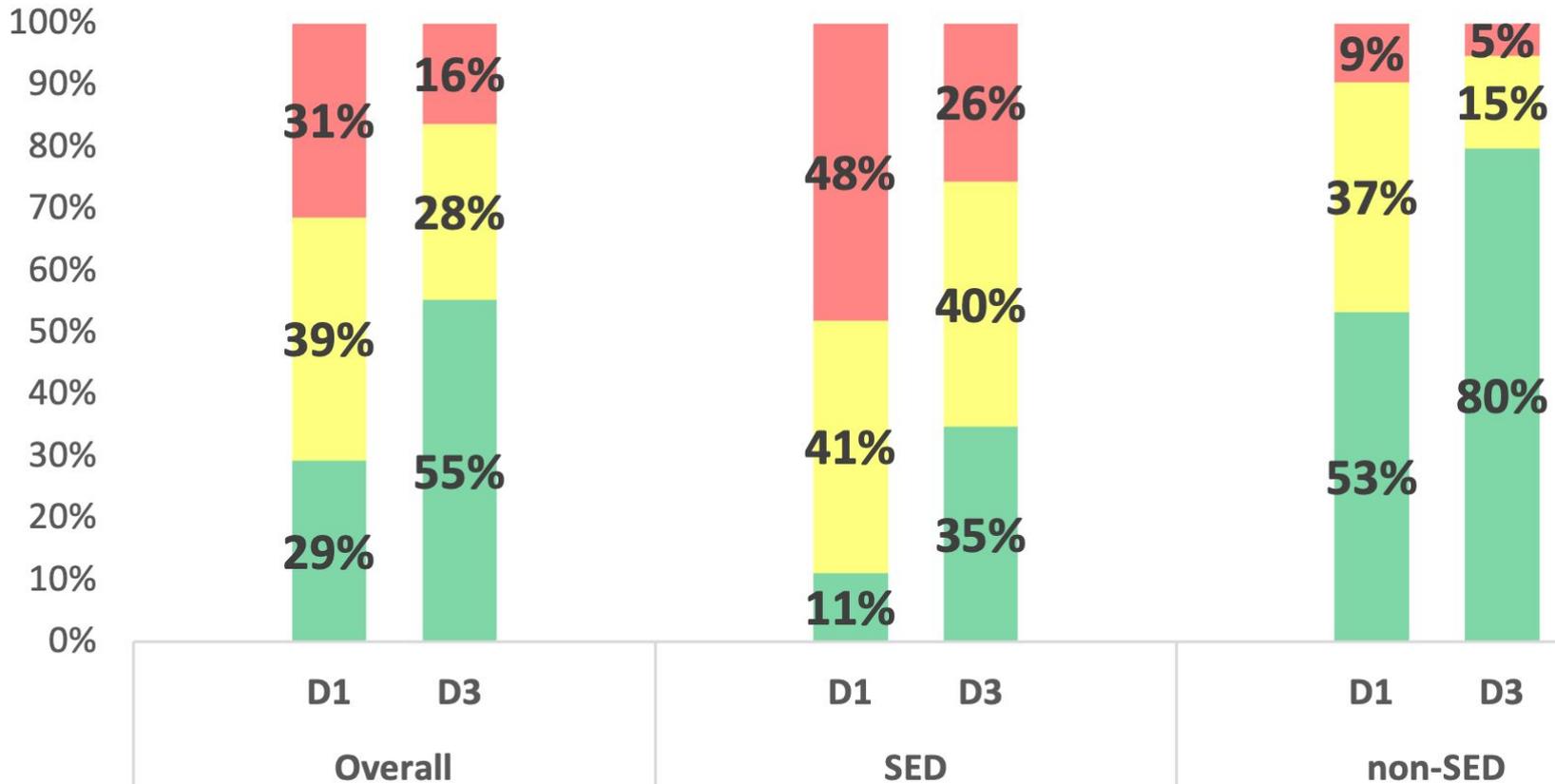
i-Ready Reading by Socioeconomic Status--Landels (D1 to D3)

Tier 1 Tier 2 Tier 3



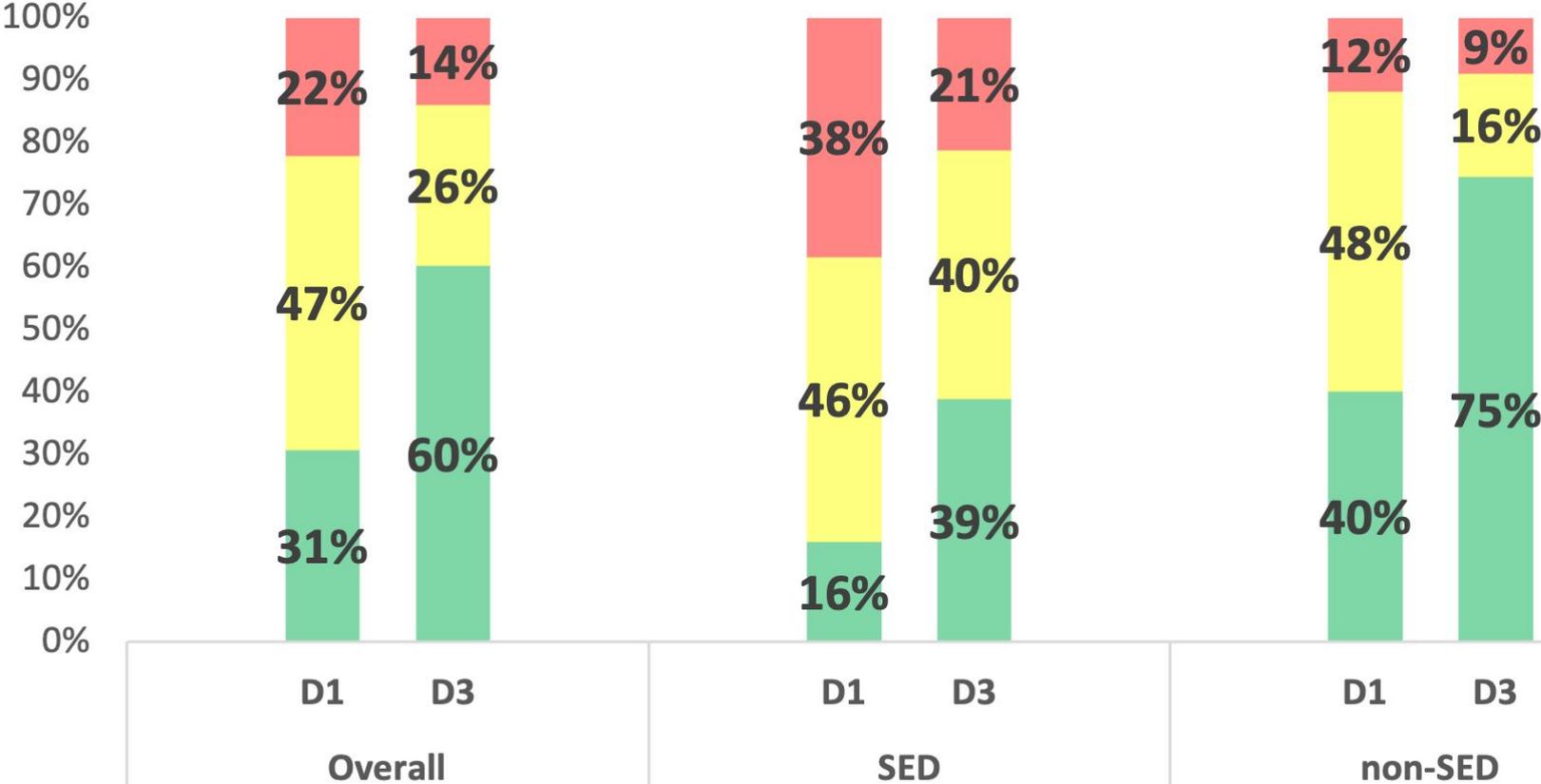
i-Ready Reading by Socioeconomic Status--Mistral (D1 to D3)

Tier 1 Tier 2 Tier 3



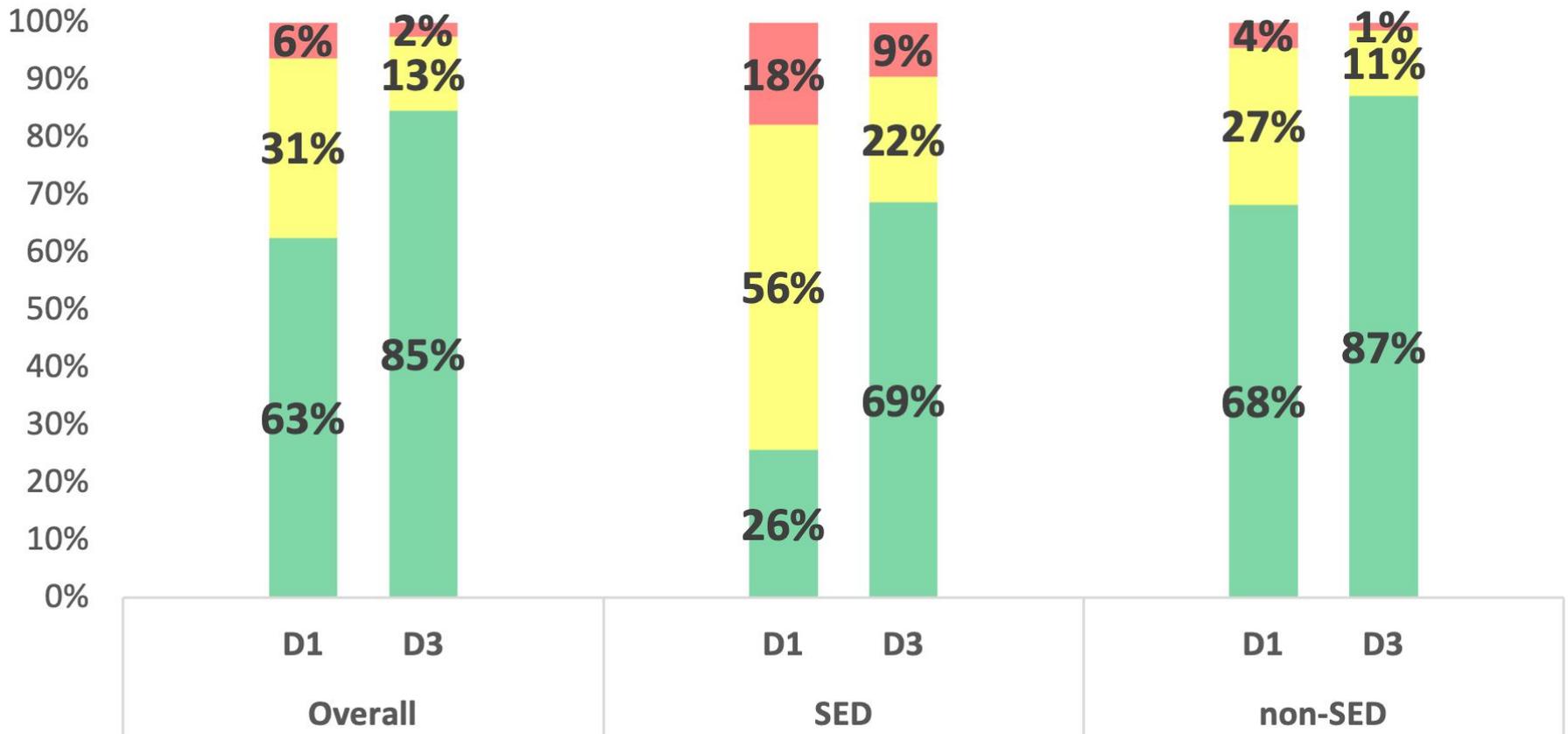
i-Ready Reading by Socioeconomic Status--Monta Loma (D1 to D3)

Tier 1 Tier 2 Tier 3



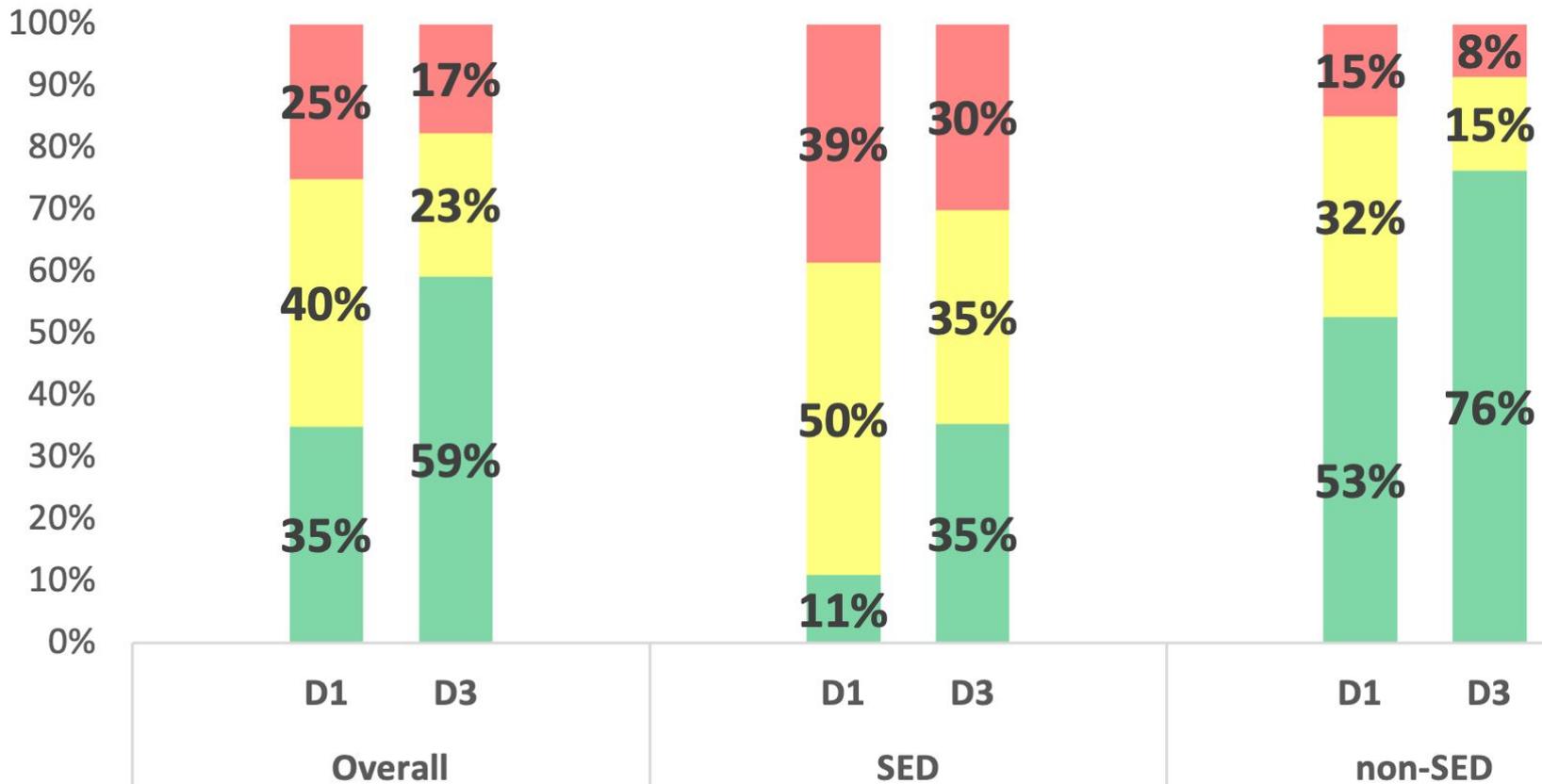
i-Ready Reading by Socioeconomic Status--Stevenson (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



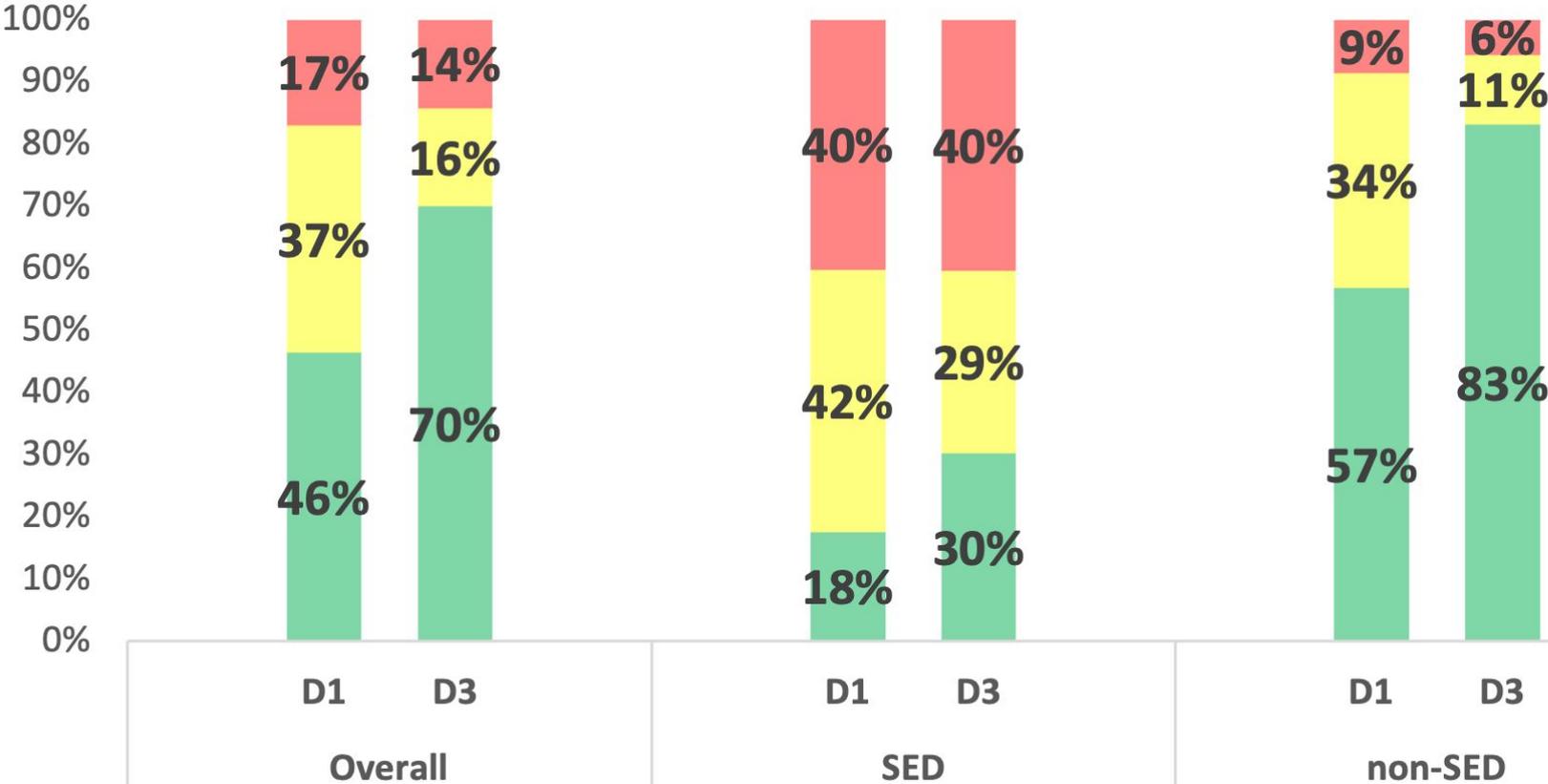
i-Ready Reading by Socioeconomic Status--Theuerkauf (D1 to D3)

Tier 1 Tier 2 Tier 3



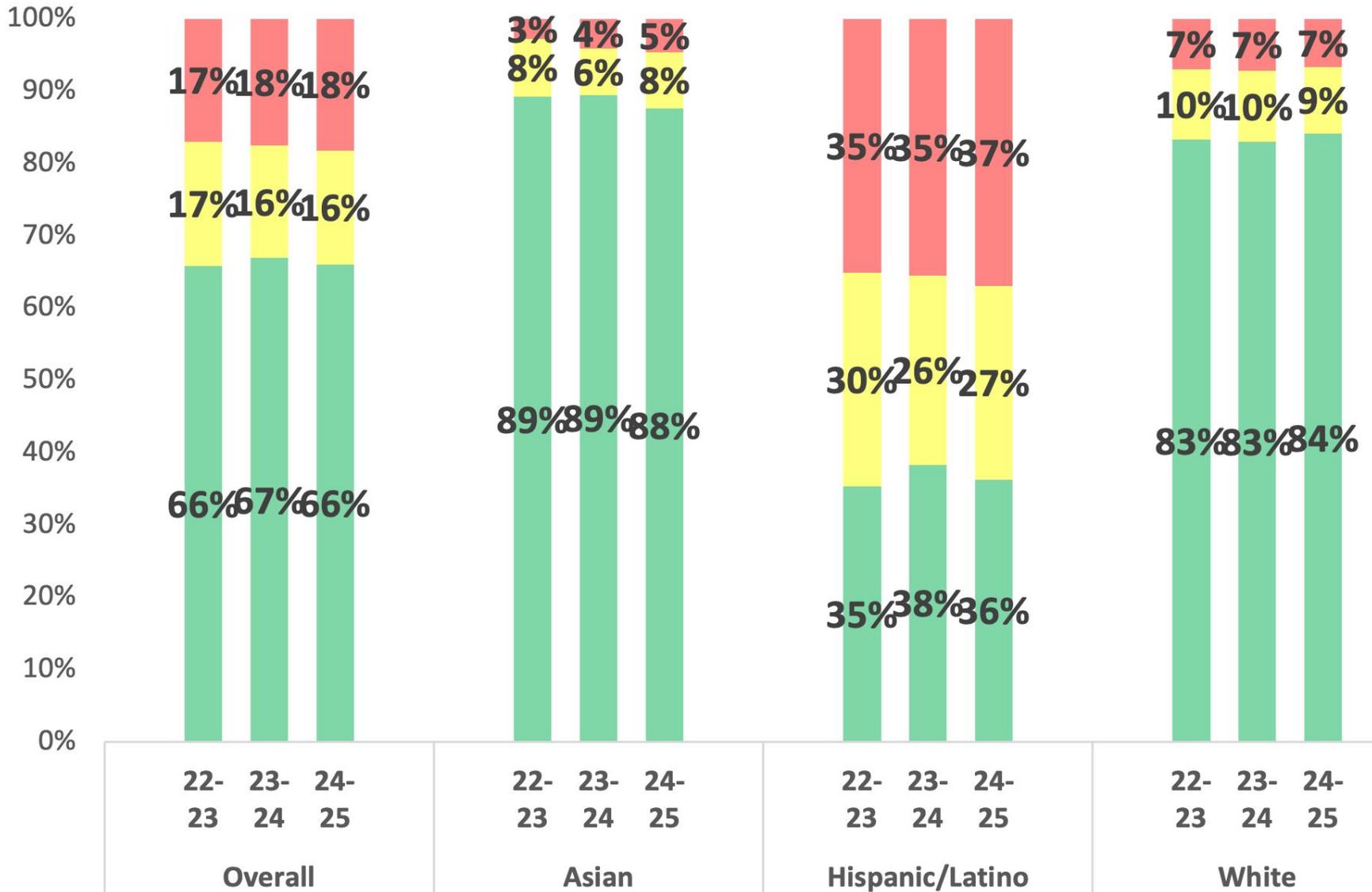
i-Ready Reading by Socioeconomic Status--Vargas (D1 to D3)

Tier 1 Tier 2 Tier 3



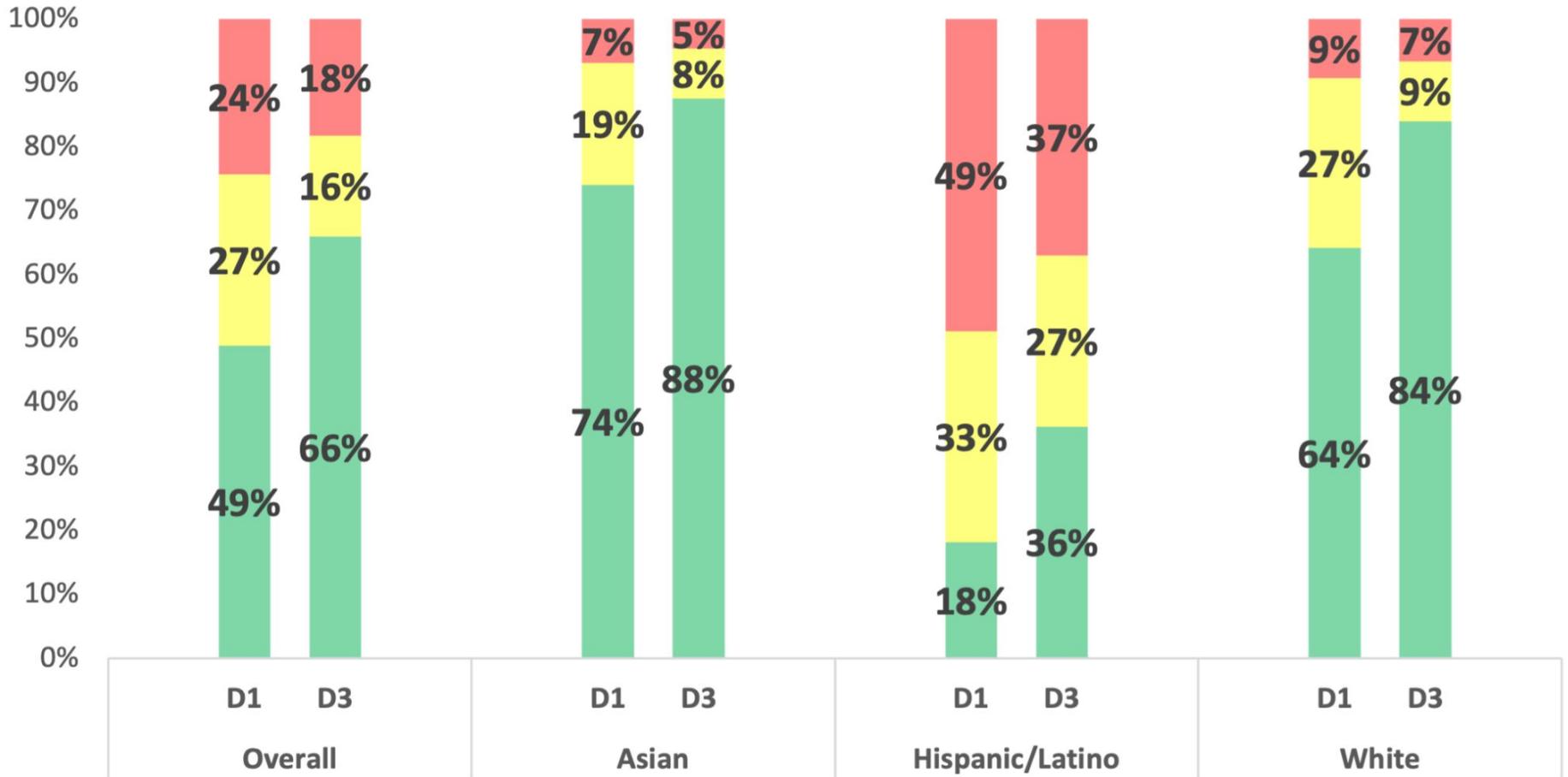
i-Ready Reading by Site (Year to Year)

Tier 1 Tier 2 Tier 3



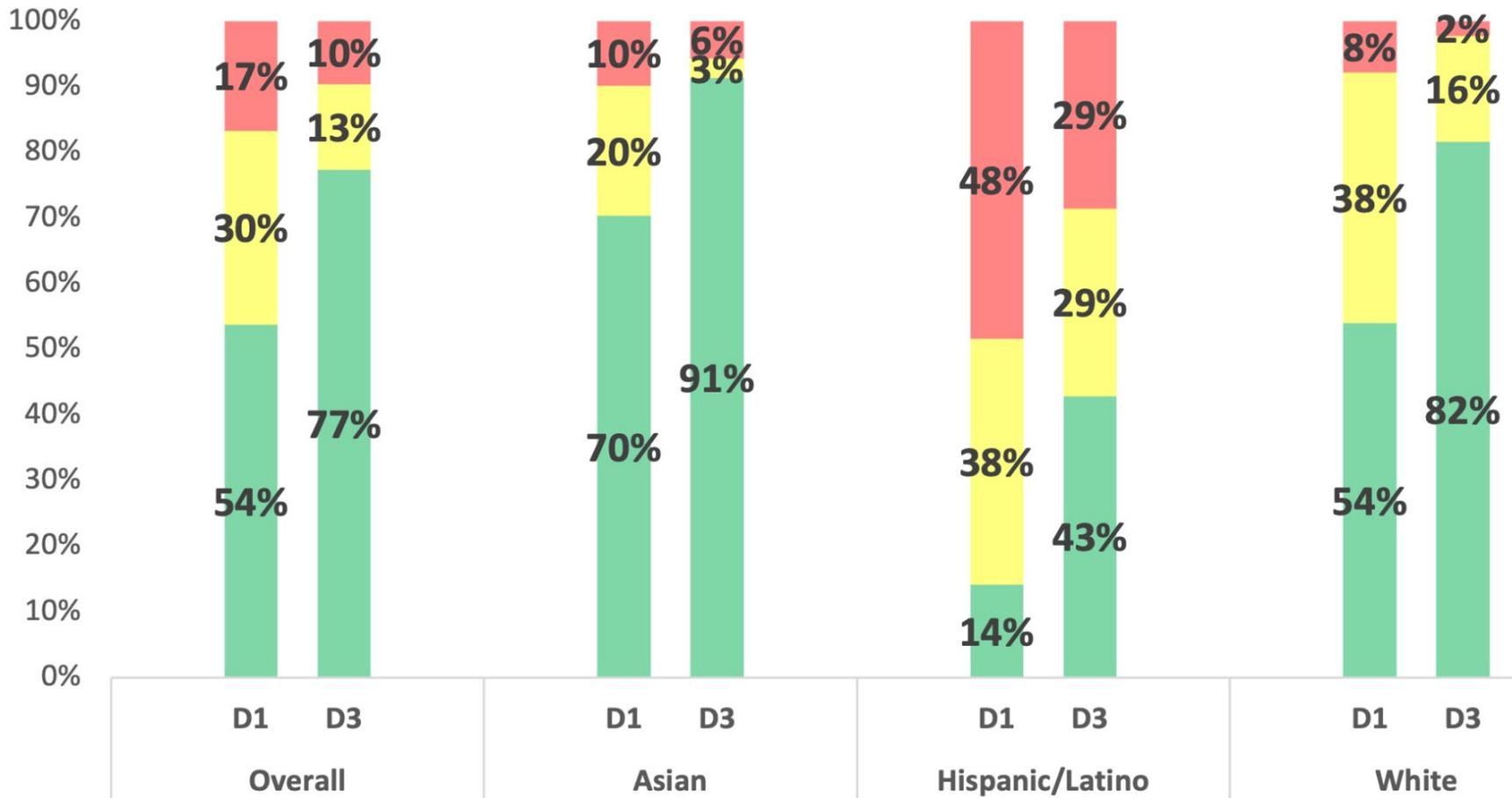
i-Ready Reading by Ethnicity (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



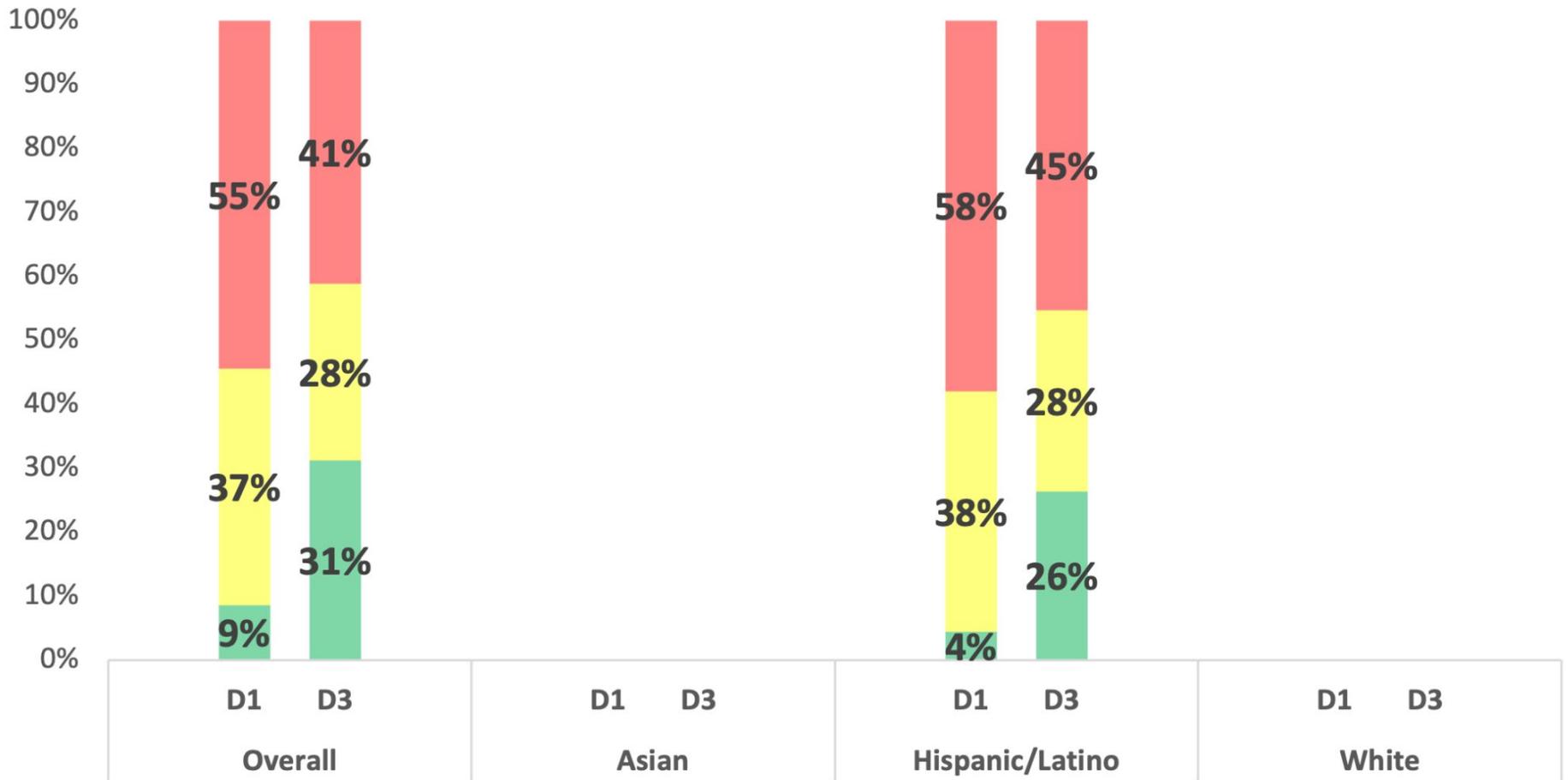
i-Ready Reading by Ethnicity--Bubb (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



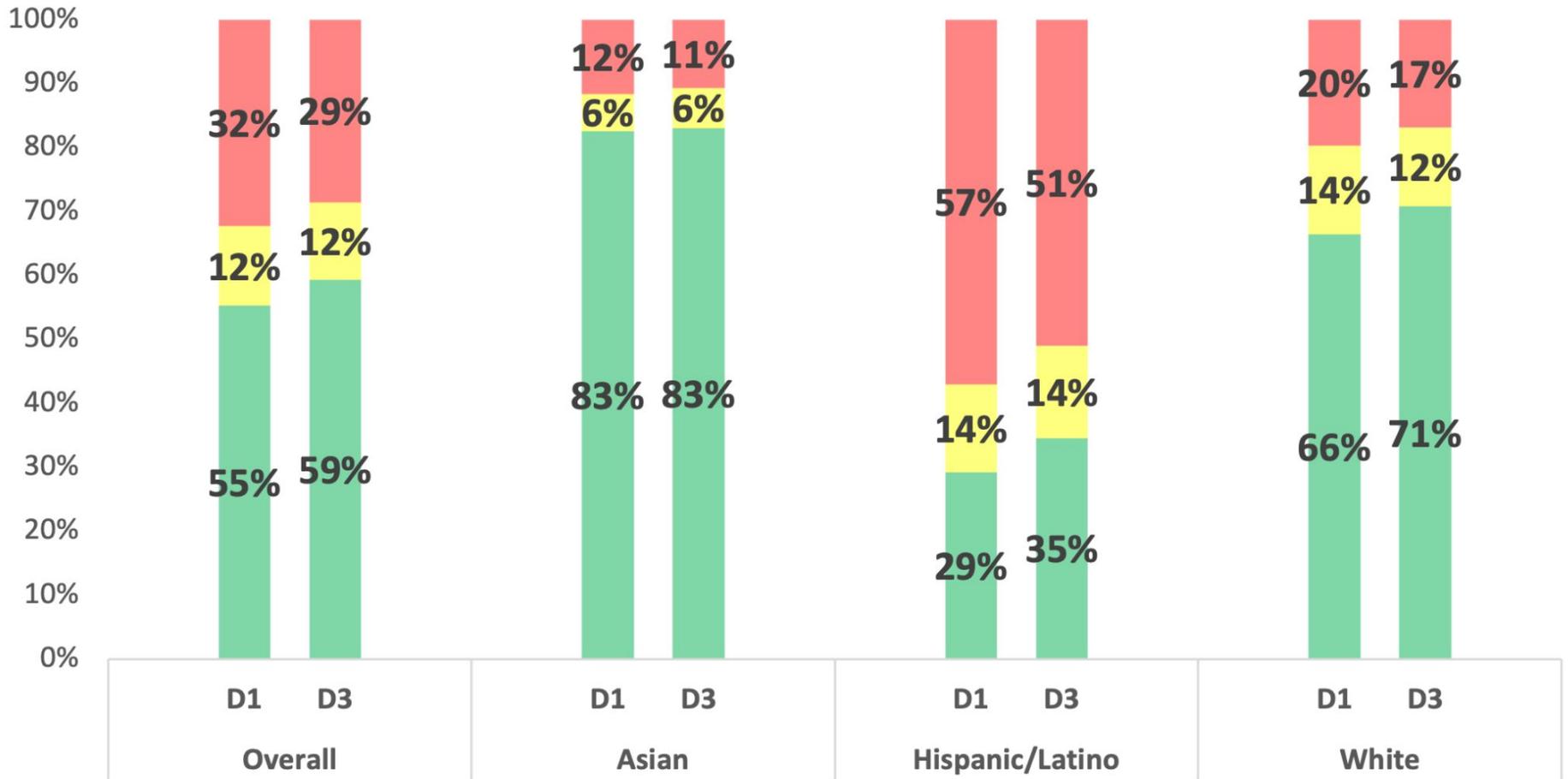
i-Ready Reading by Ethnicity--Castro (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



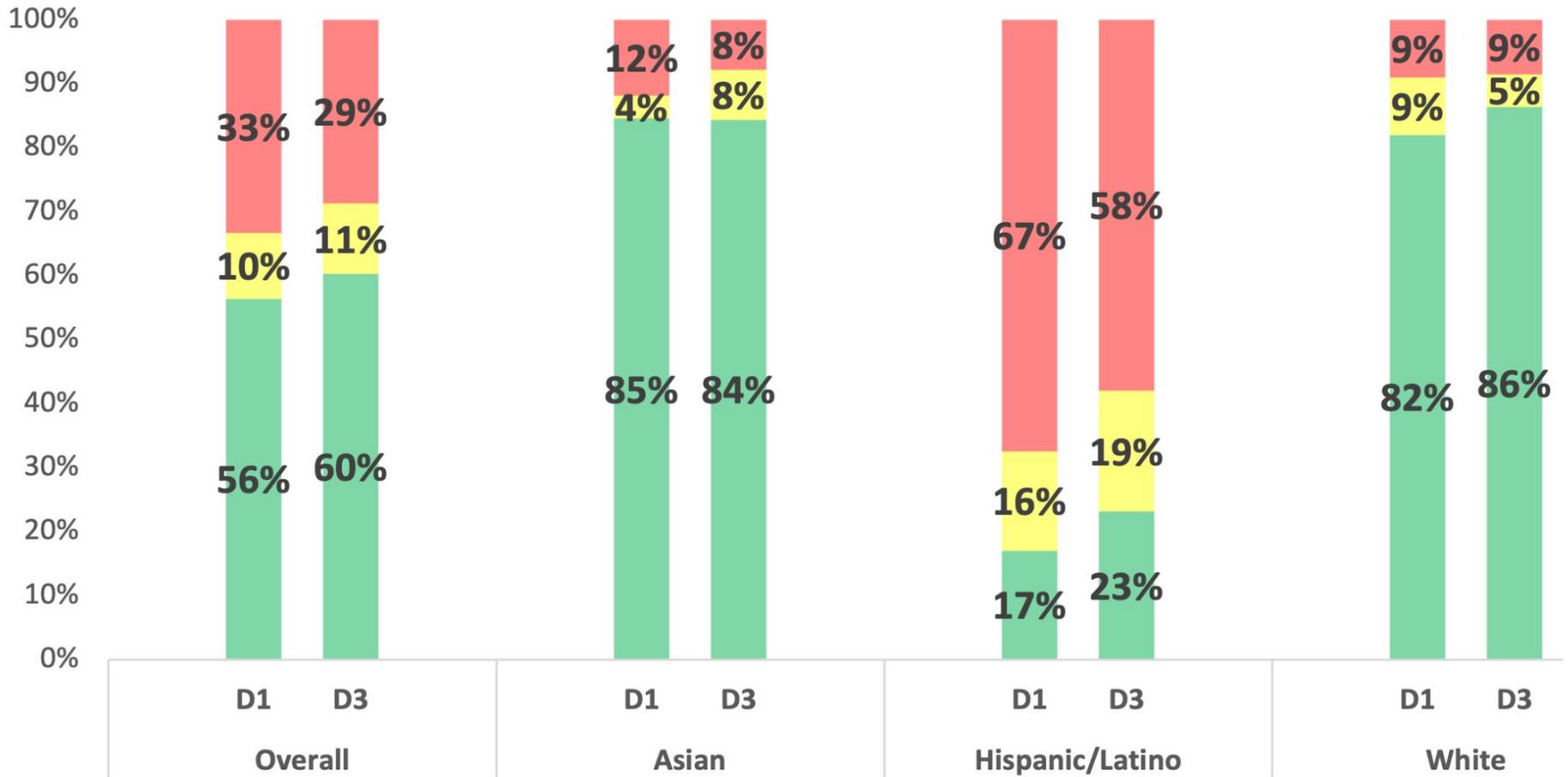
i-Ready Reading by Ethnicity--Crittenden (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



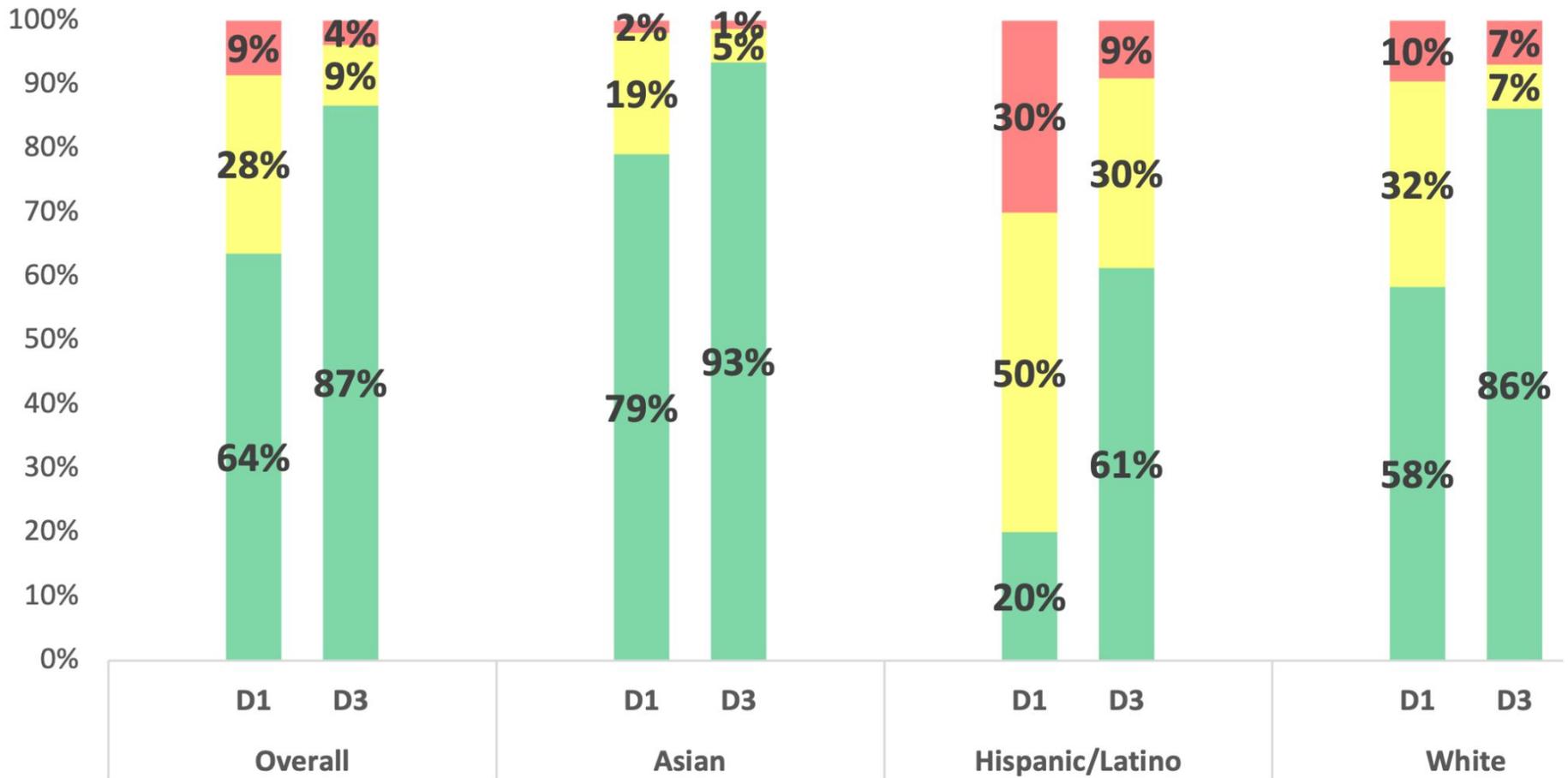
i-Ready Reading by Ethnicity--Graham (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



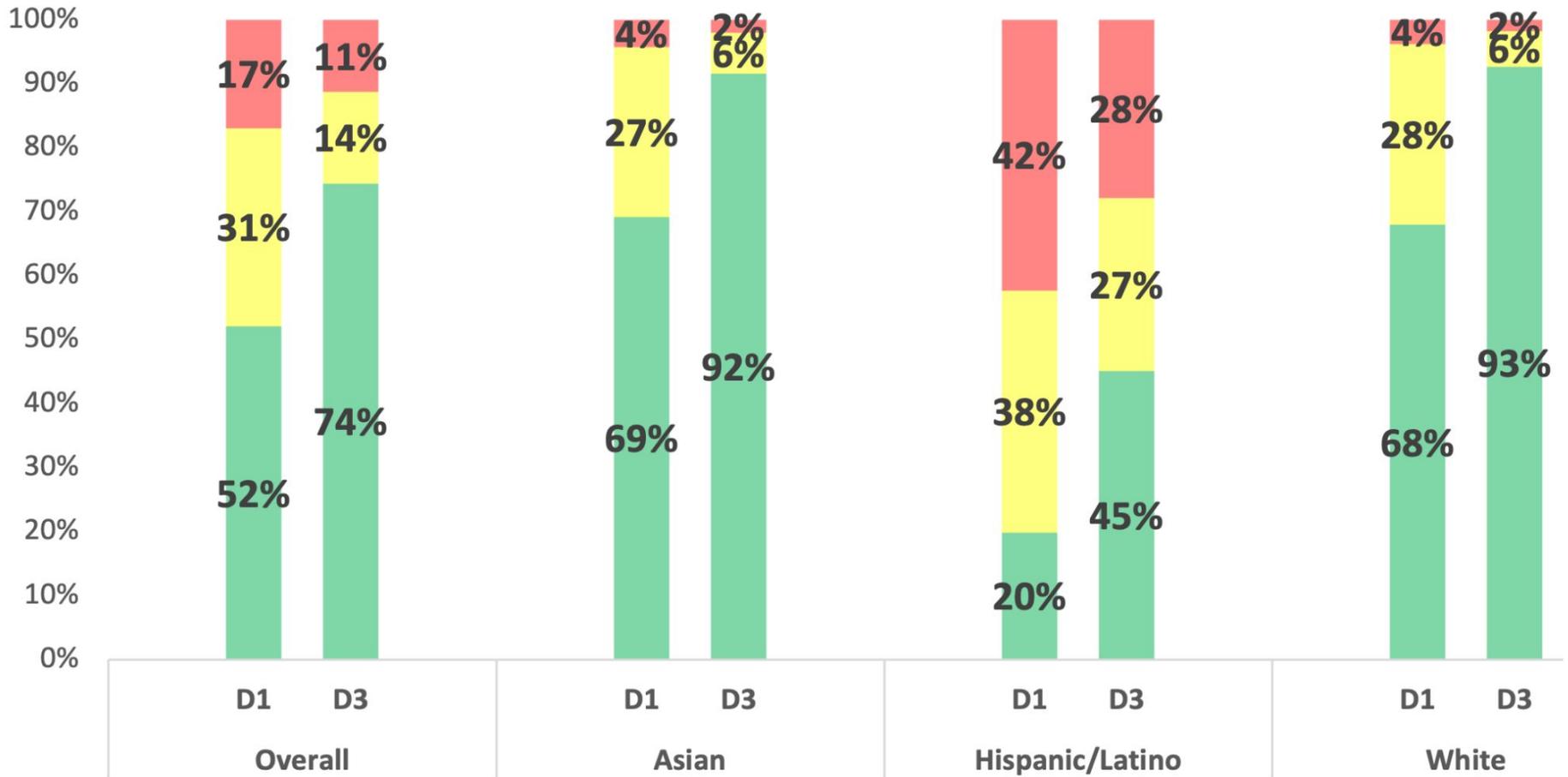
i-Ready Reading by Ethnicity--Imai (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



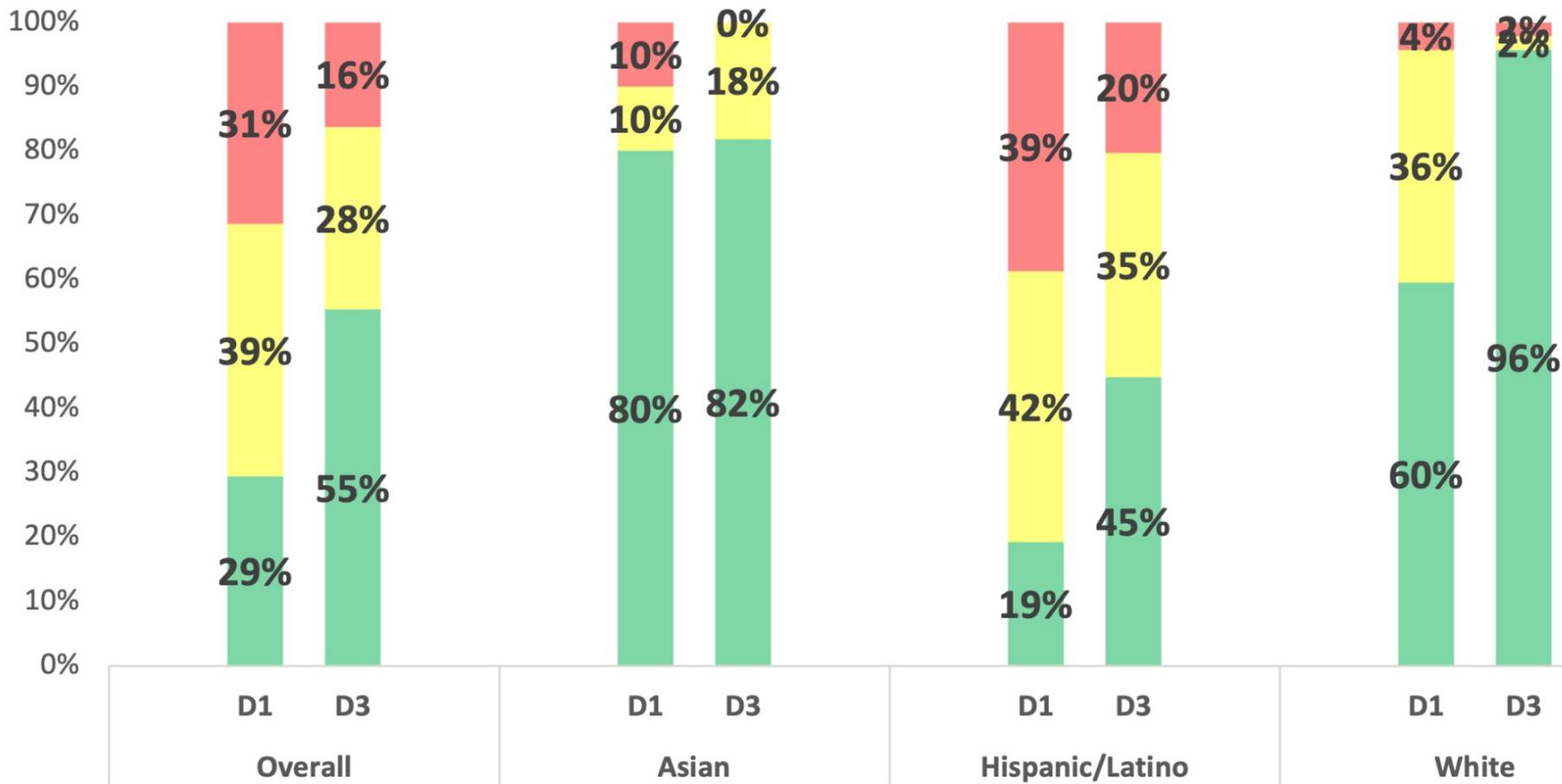
i-Ready Reading by Ethnicity--Landels (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



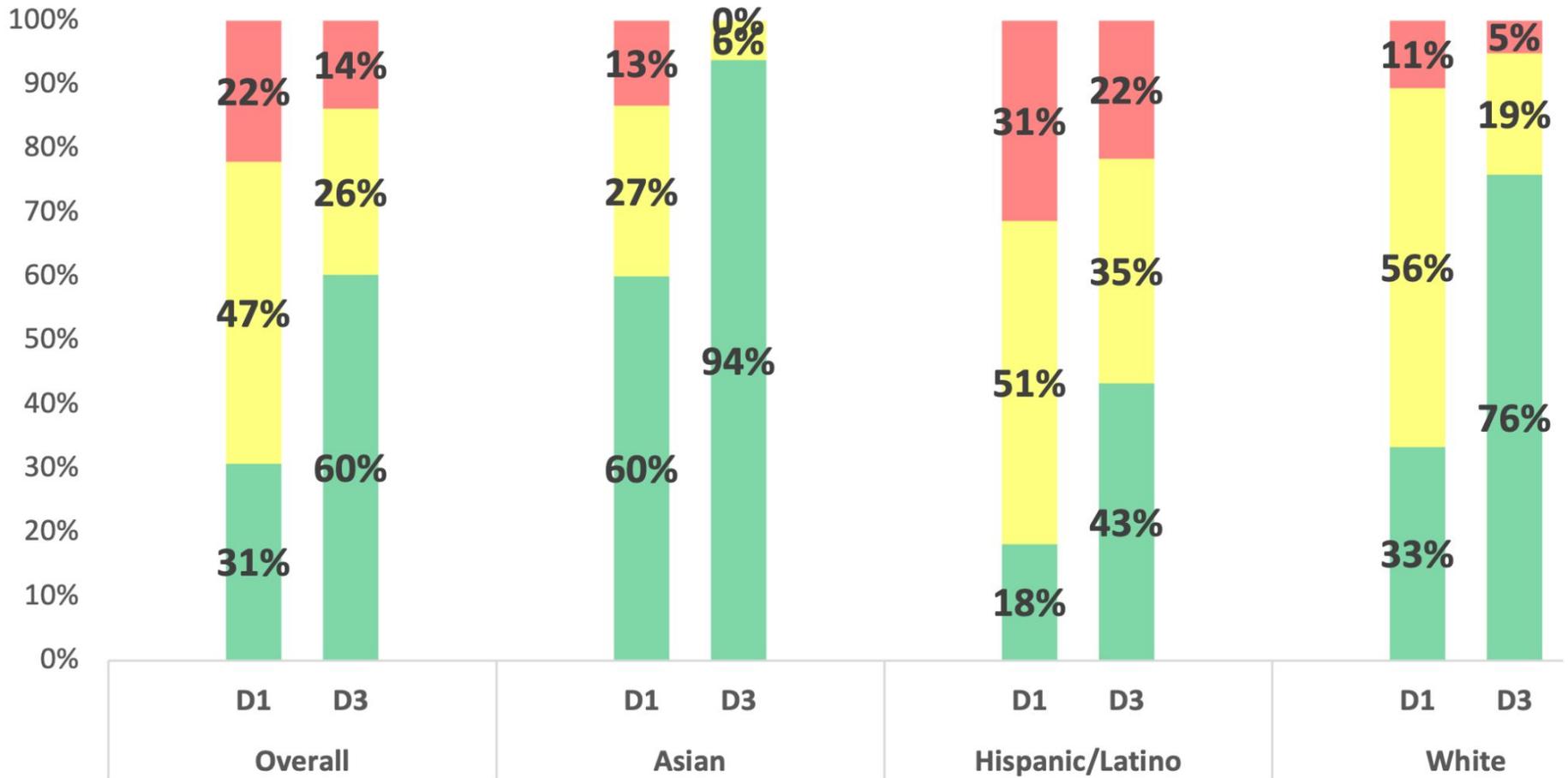
i-Ready Reading by Ethnicity--Mistral (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



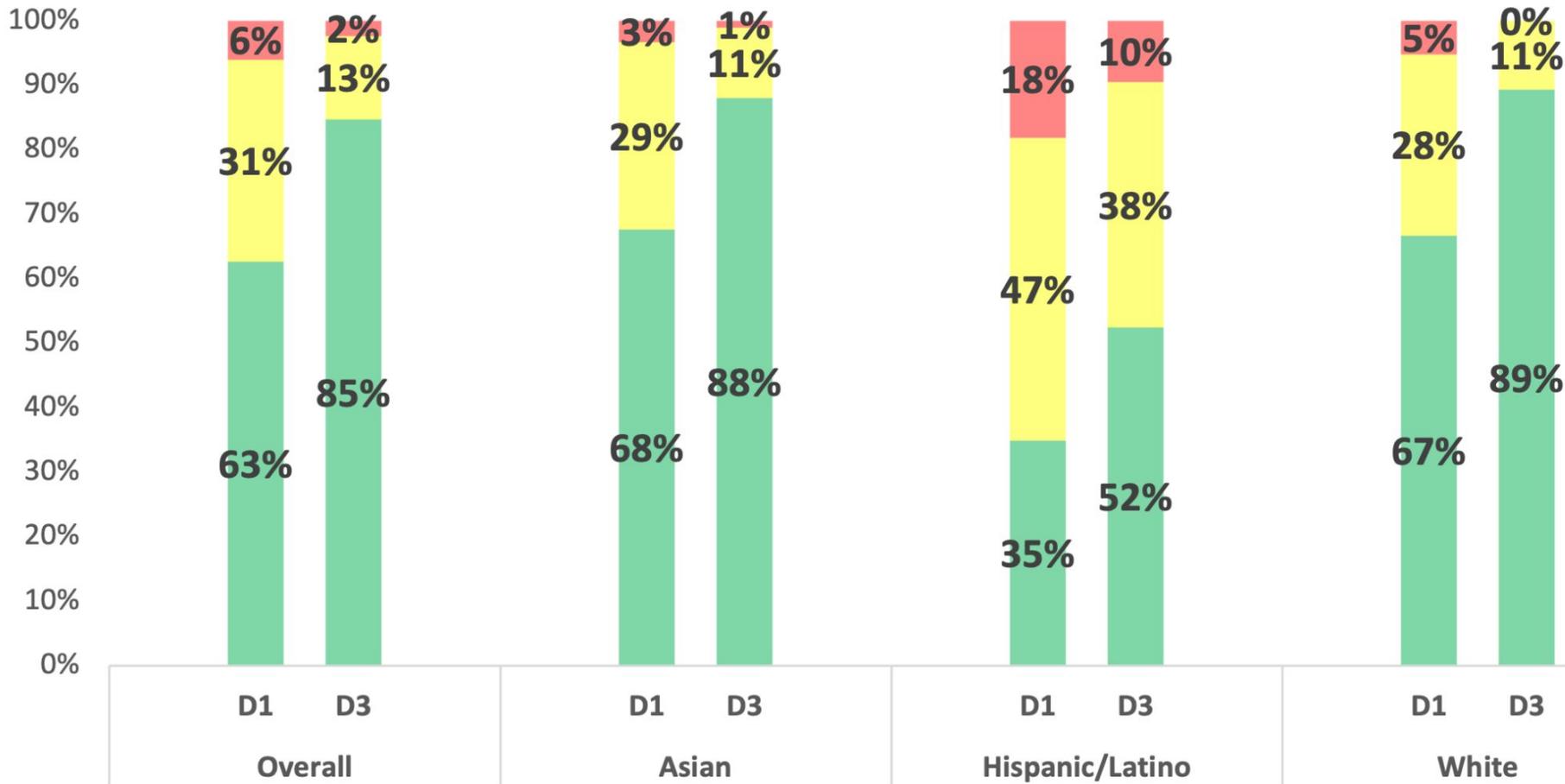
i-Ready Reading by Ethnicity--Monta Loma (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



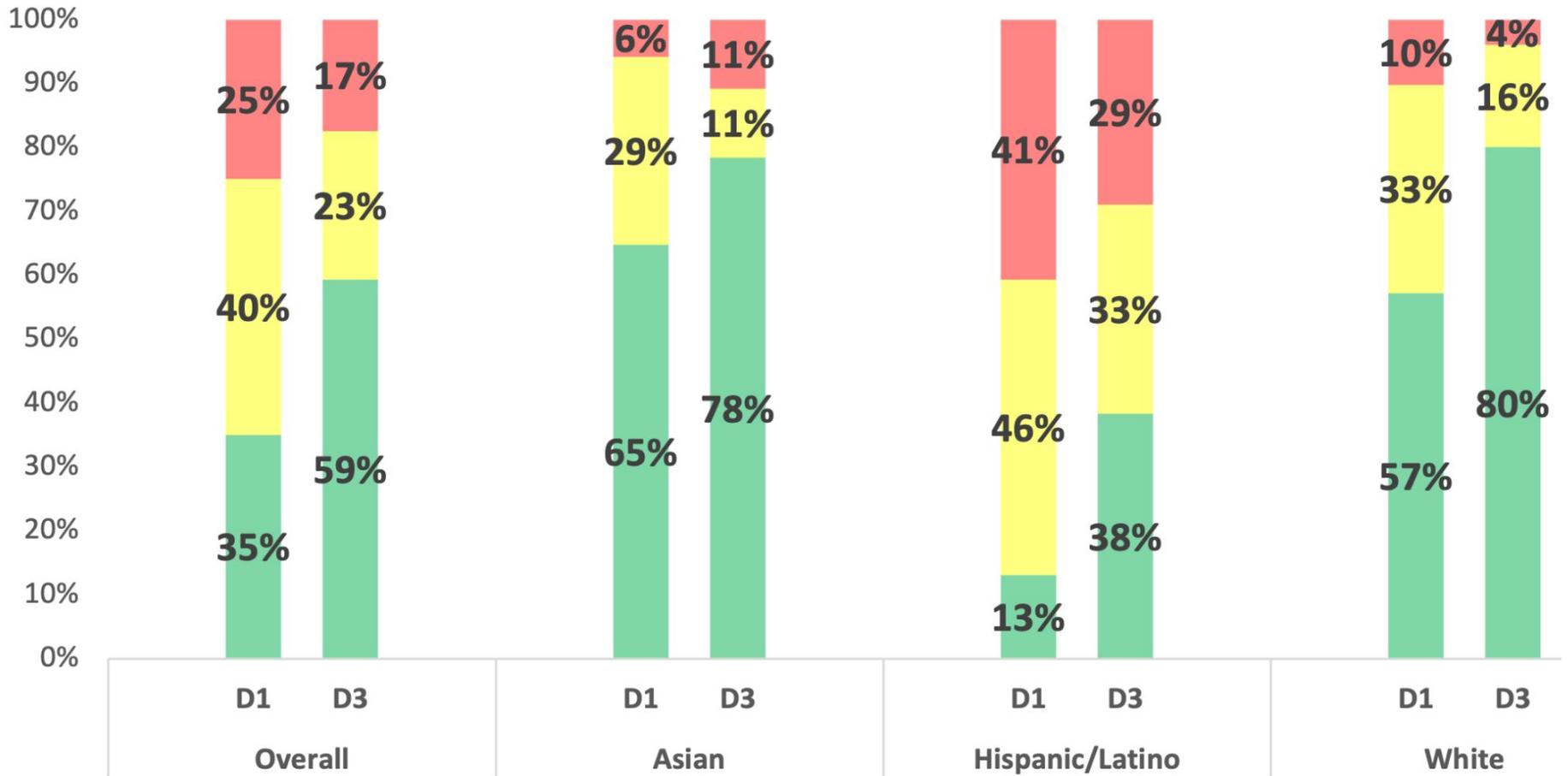
i-Ready Reading by Ethnicity--Stevenson (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



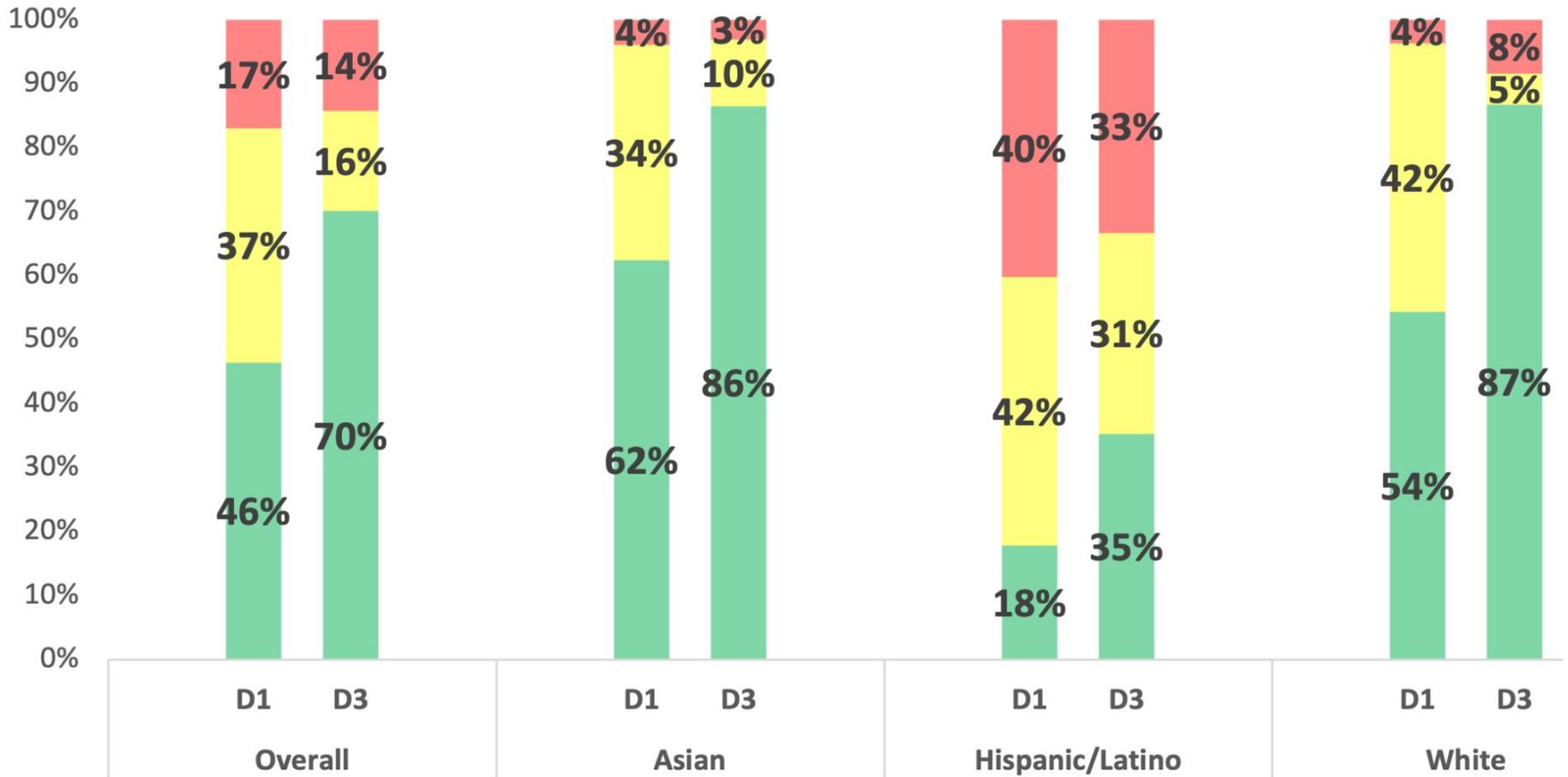
i-Ready Reading by Ethnicity--Theuerkauf (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



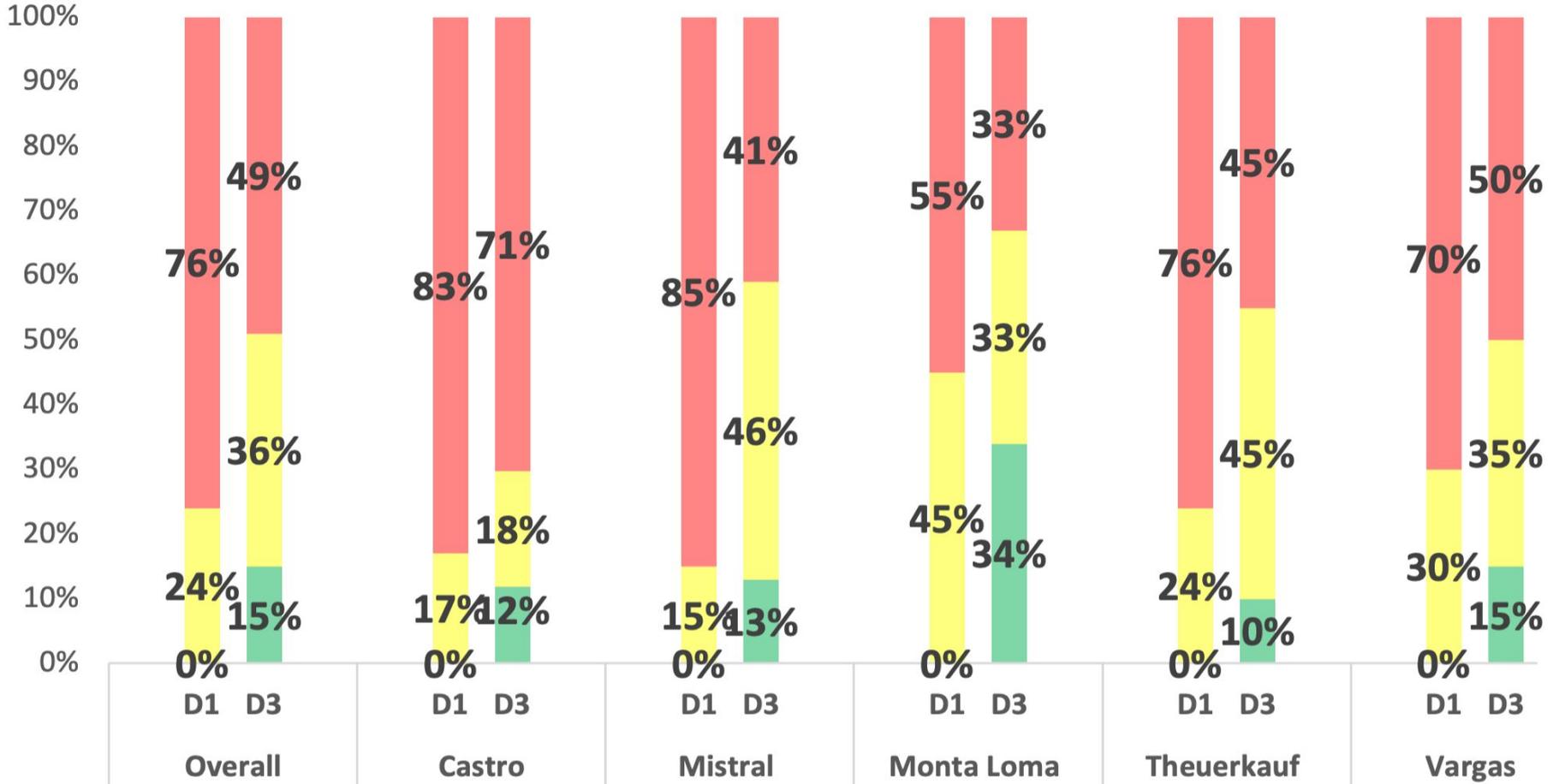
i-Ready Reading by Ethnicity--Vargas (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3

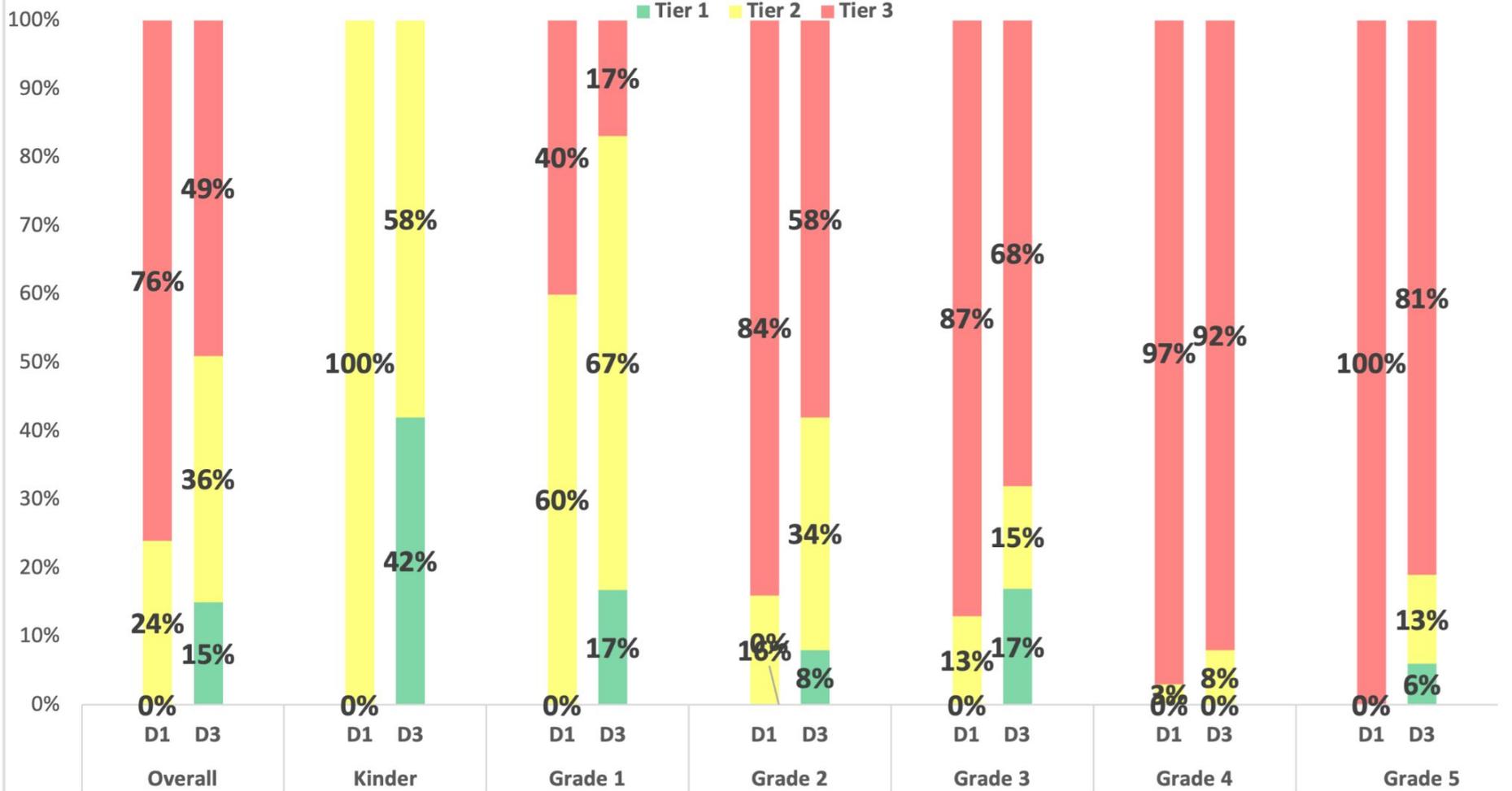


i-Ready Reading--Reading Intervention (2024-25 D1 to D3)

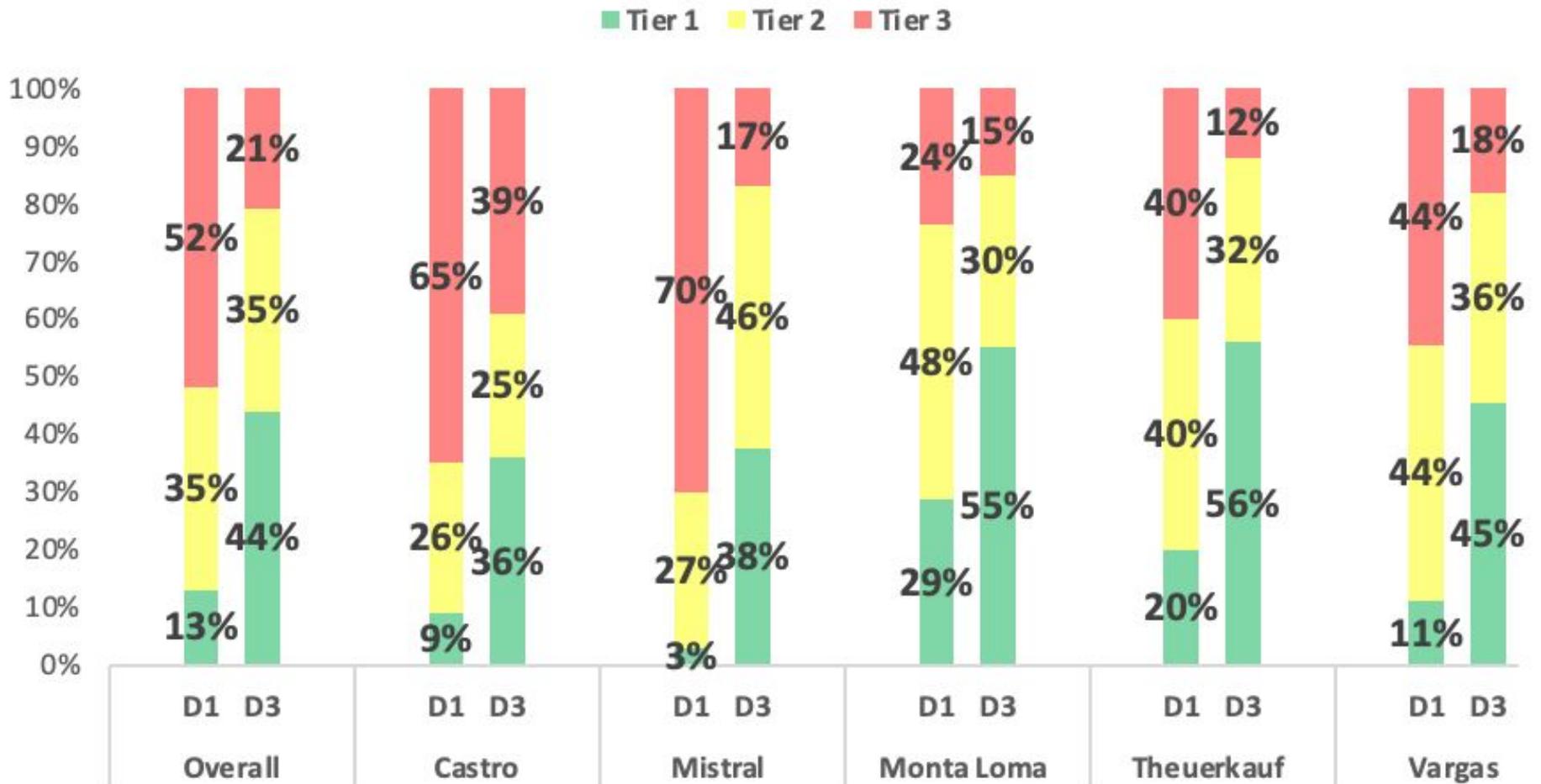
Tier 1 Tier 2 Tier 3



i-Ready Reading by Grade Level--Reading Intervention (2024-25 D1 to D3)

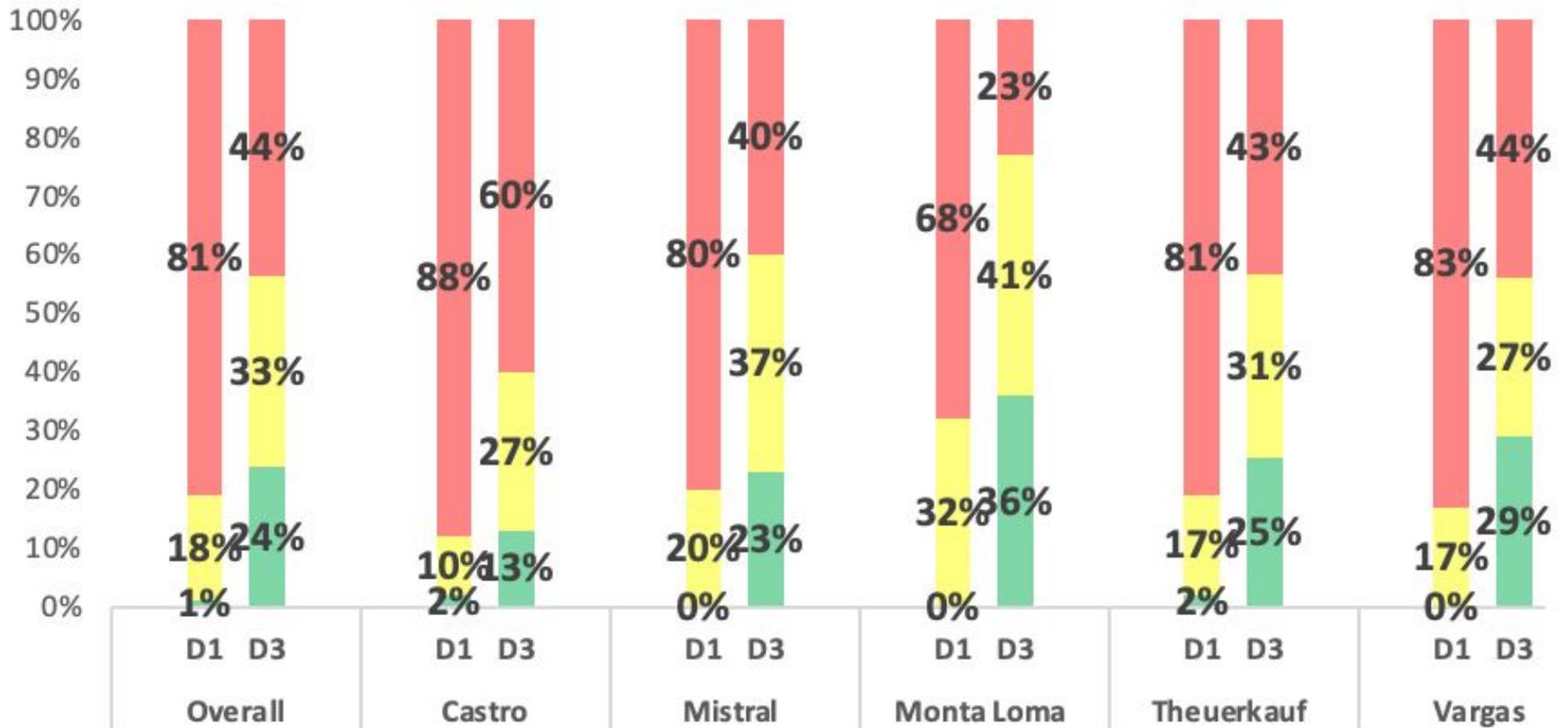


i-Ready Reading: Phonological Awareness-- Reading Intervention (2024-25 D1 to D3)



i-Ready Reading: Phonics-- Reading Intervention (2024-25 D1 to D3)

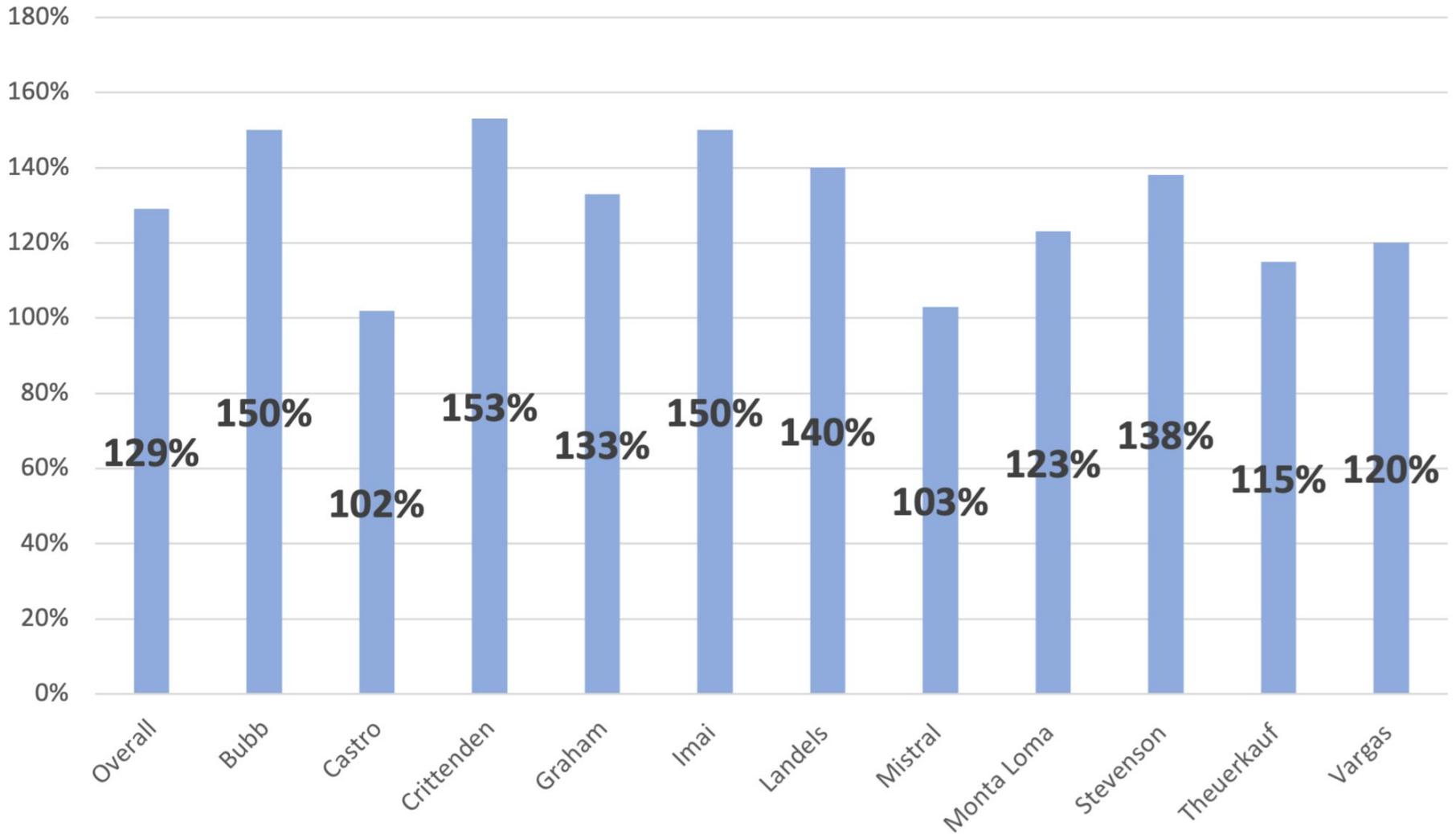
■ Tier 1 ■ Tier 2 ■ Tier 3



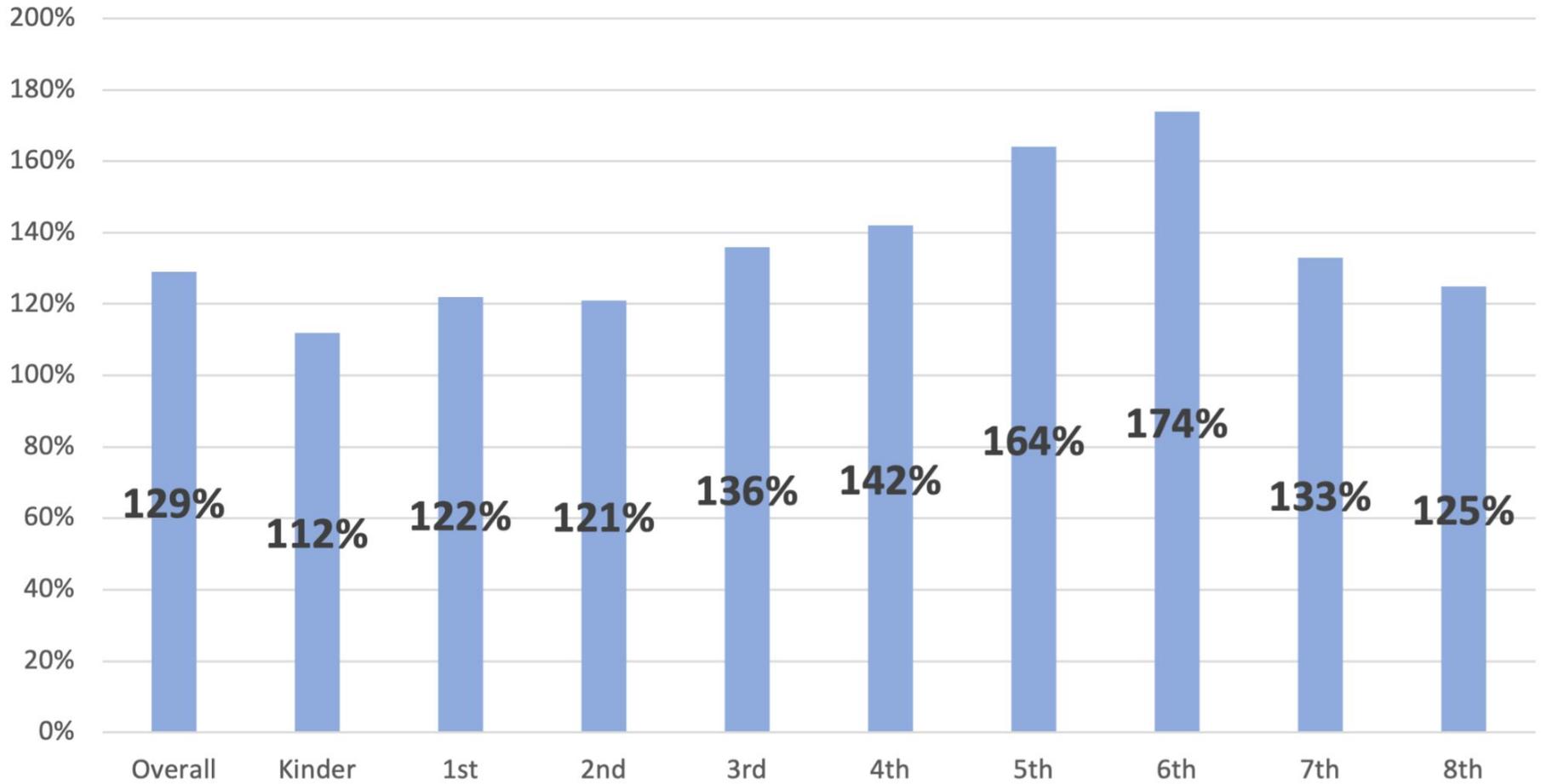
Progress to Annual Typical Growth (Median)

- These graphs show the median, meaning the annual typical growth that the median student has made from D1 to D3.
 - 100% means that the median student has met their Annual Typical Growth target
- These scores include all students who completed the tests during the D1 and D3 windows

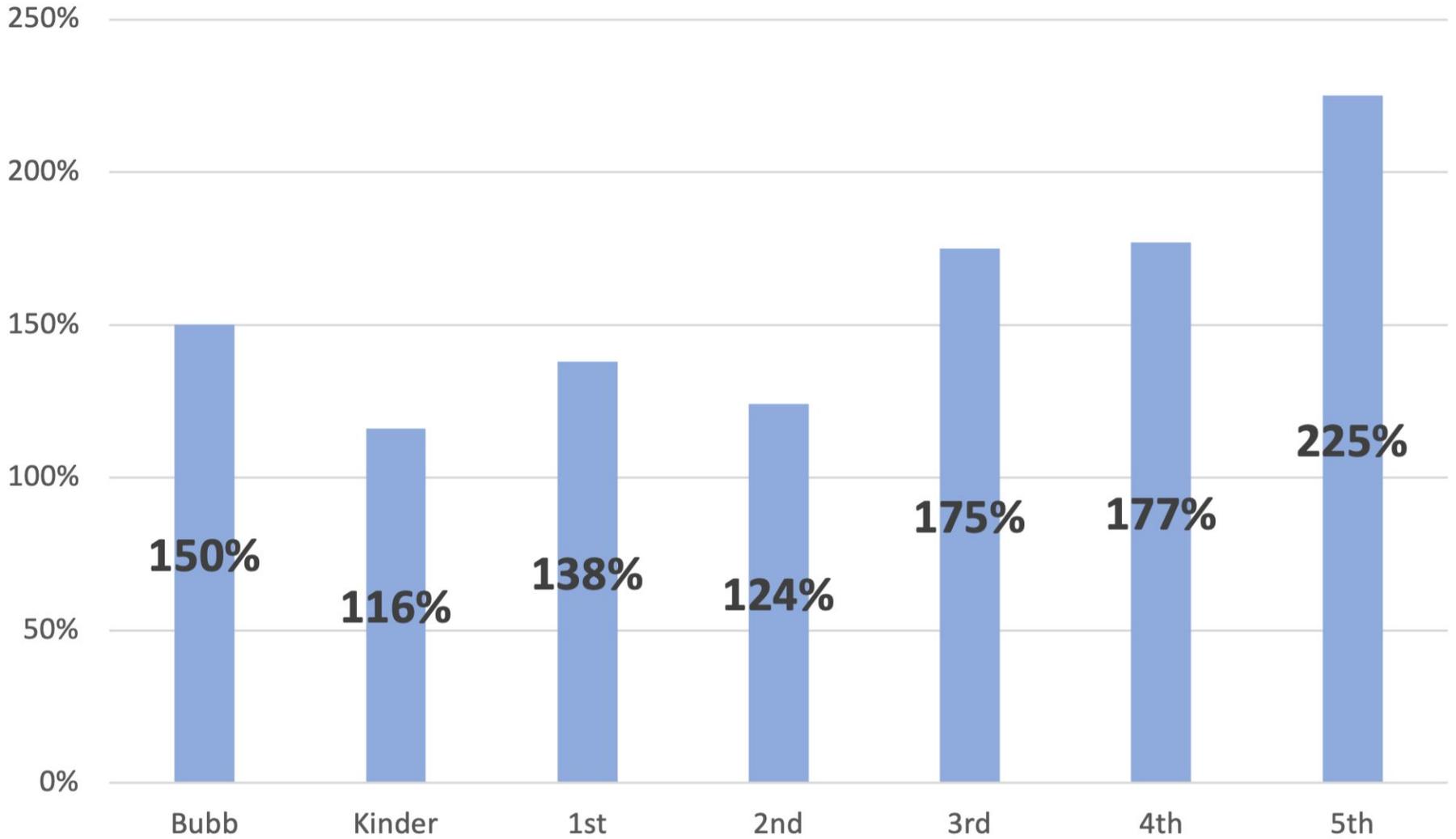
Reading Progress to Annual Typical Growth (Median)



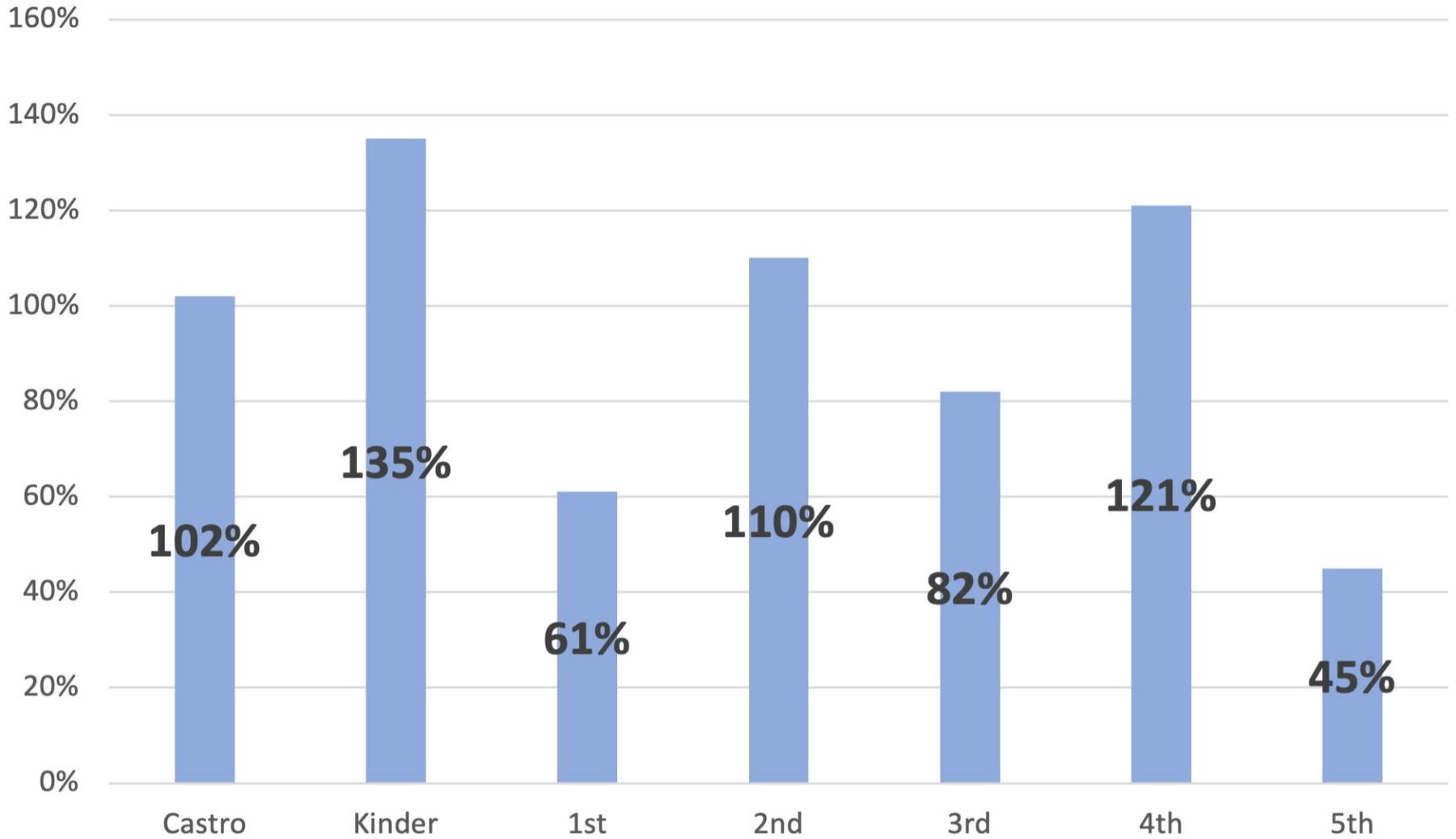
Reading Progress to Annual Typical Growth (Median)



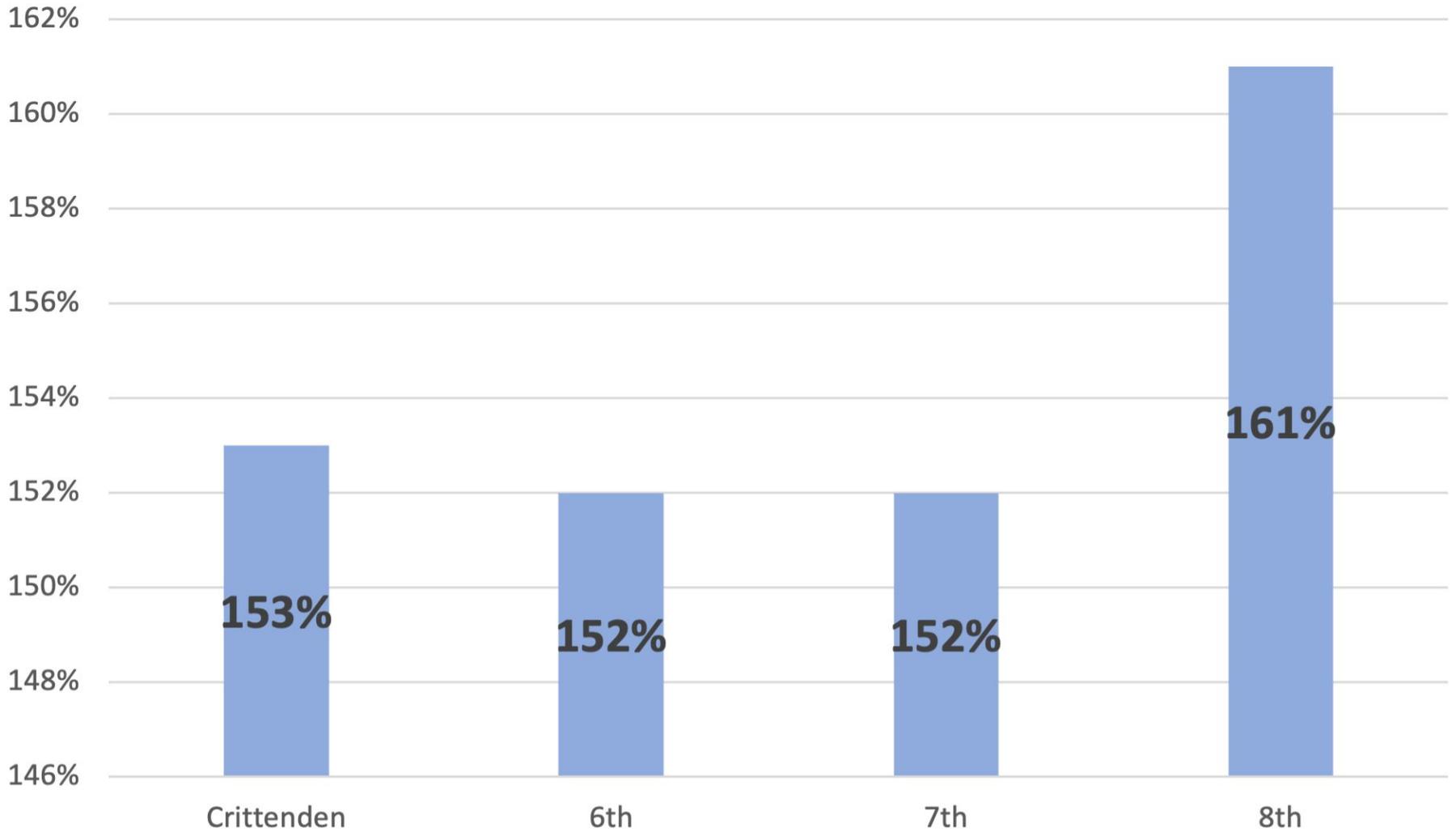
Reading Progress to Annual Typical Growth--Bubb (Median)



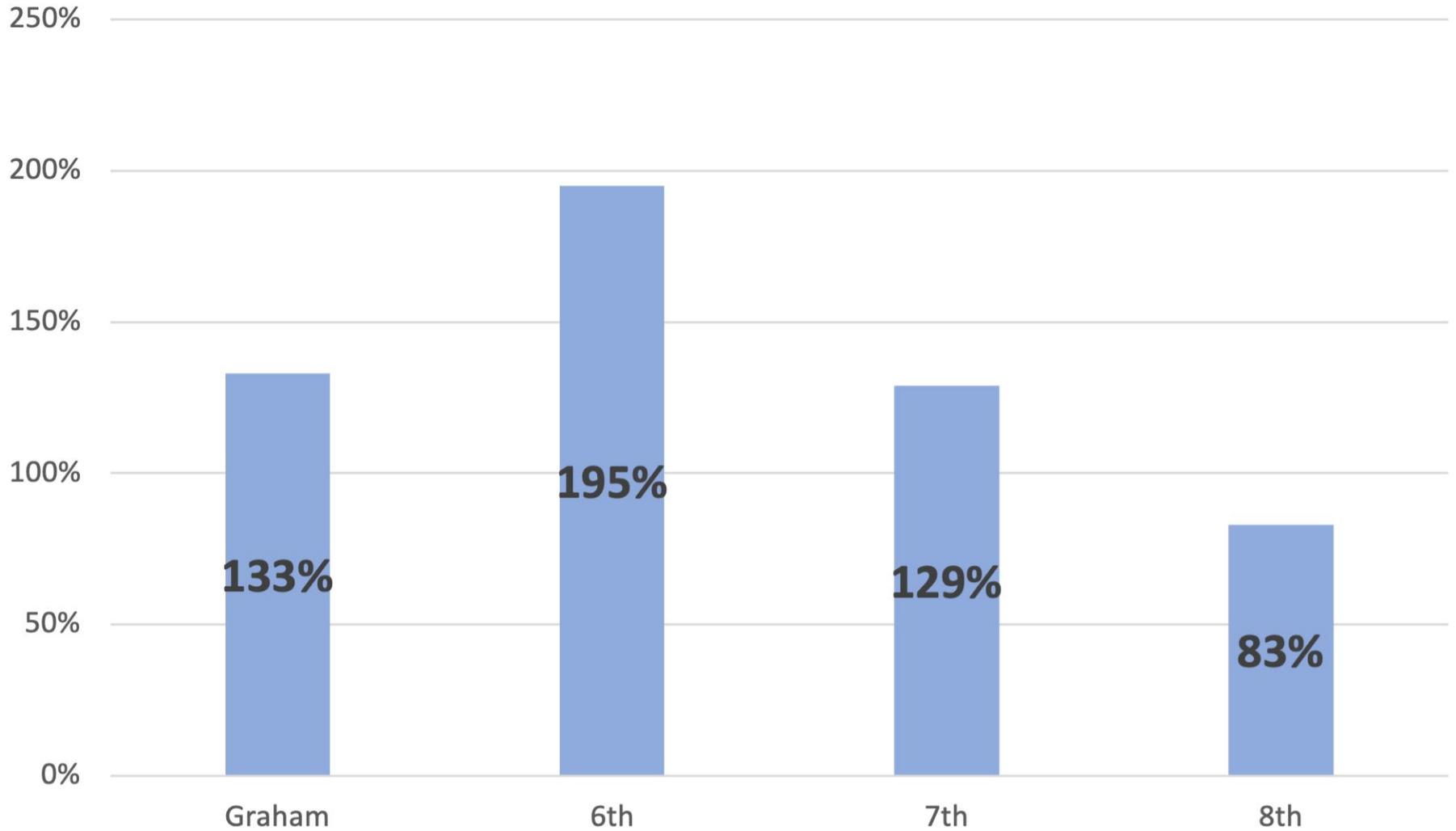
Reading Progress to Annual Typical Growth--Castro (Median)



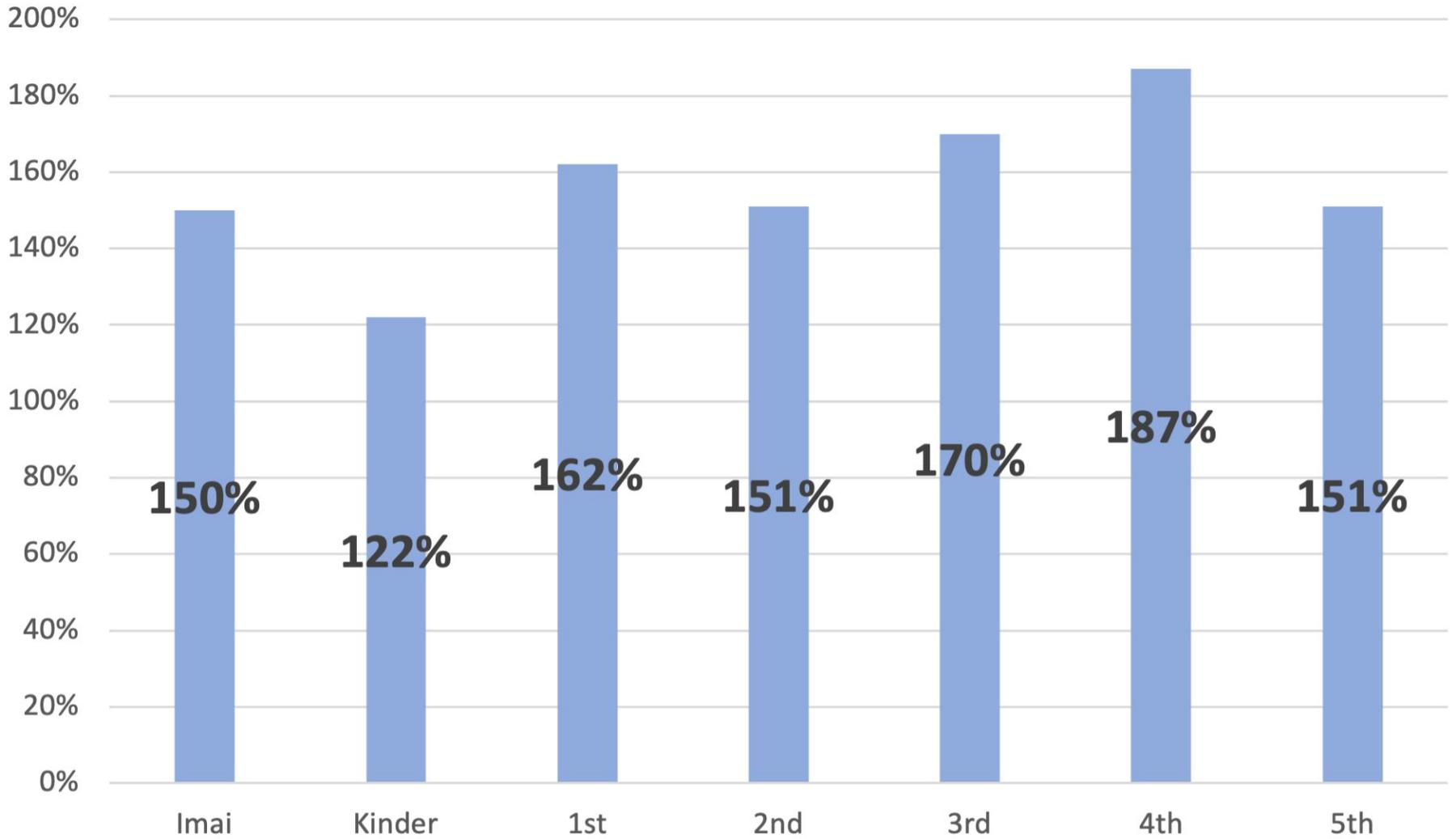
Reading Progress to Annual Typical Growth--Crittenden (Median)



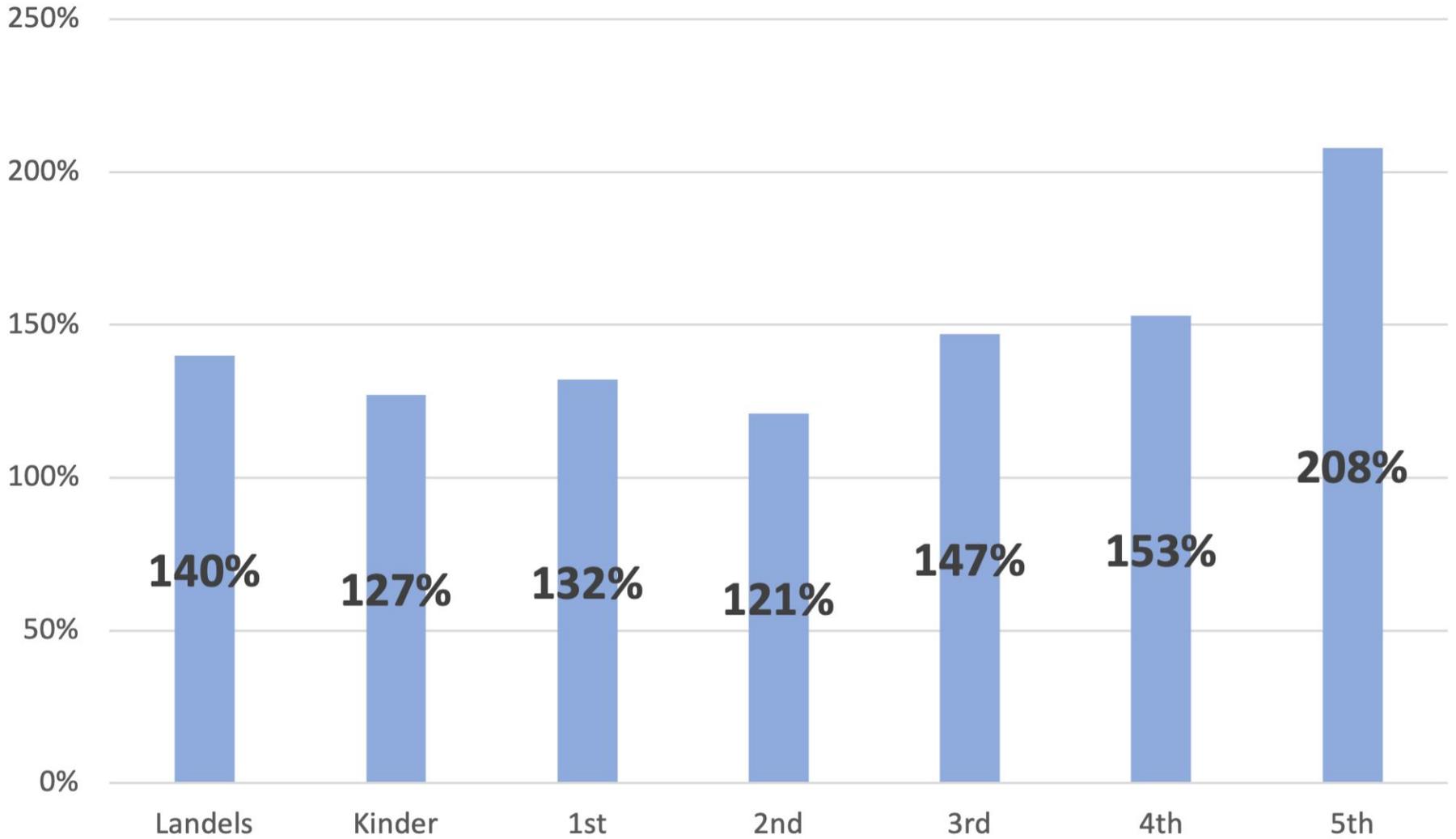
Reading Progress to Annual Typical Growth--Graham (Median)



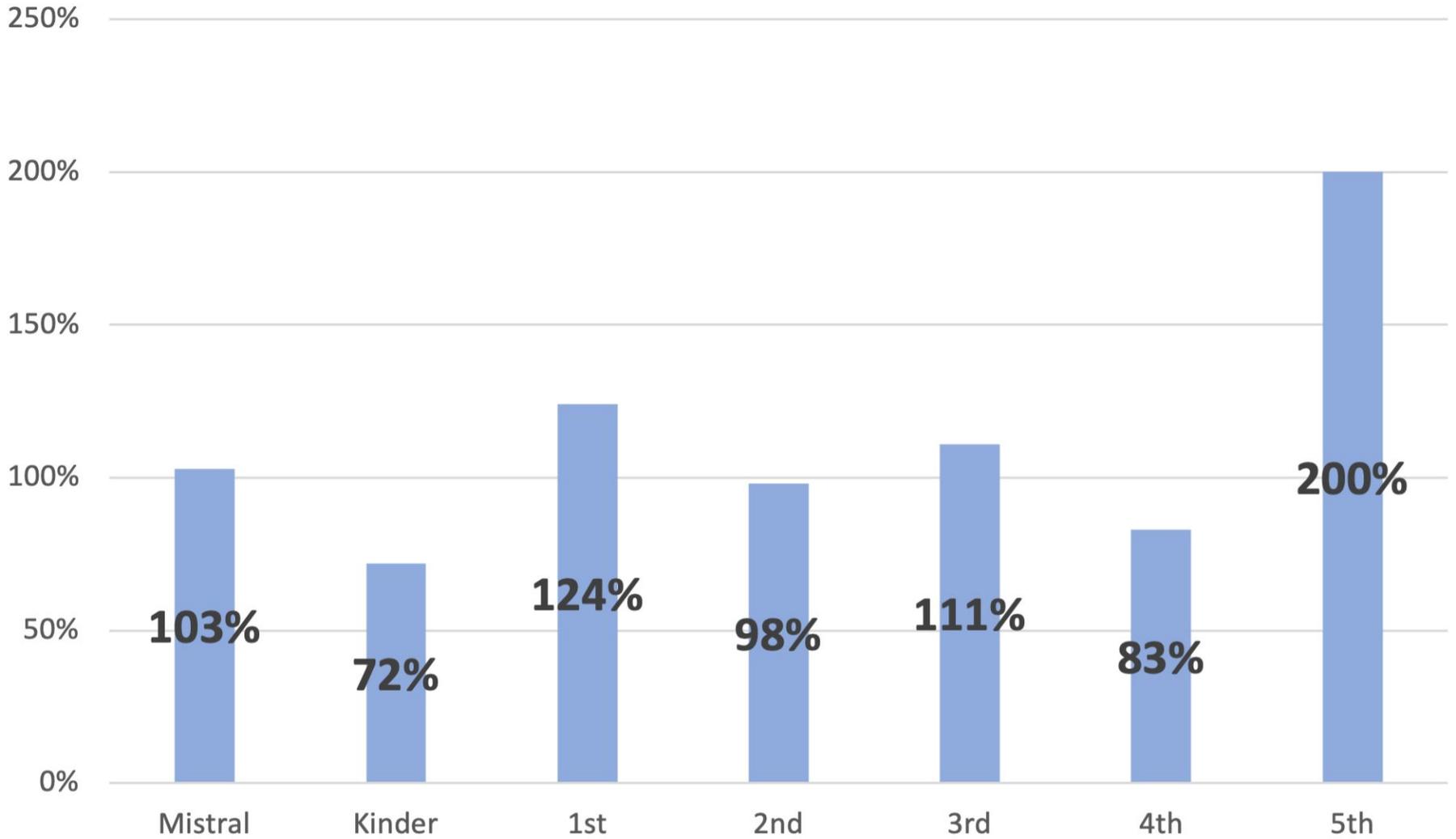
Reading Progress to Annual Typical Growth--Imai (Median)



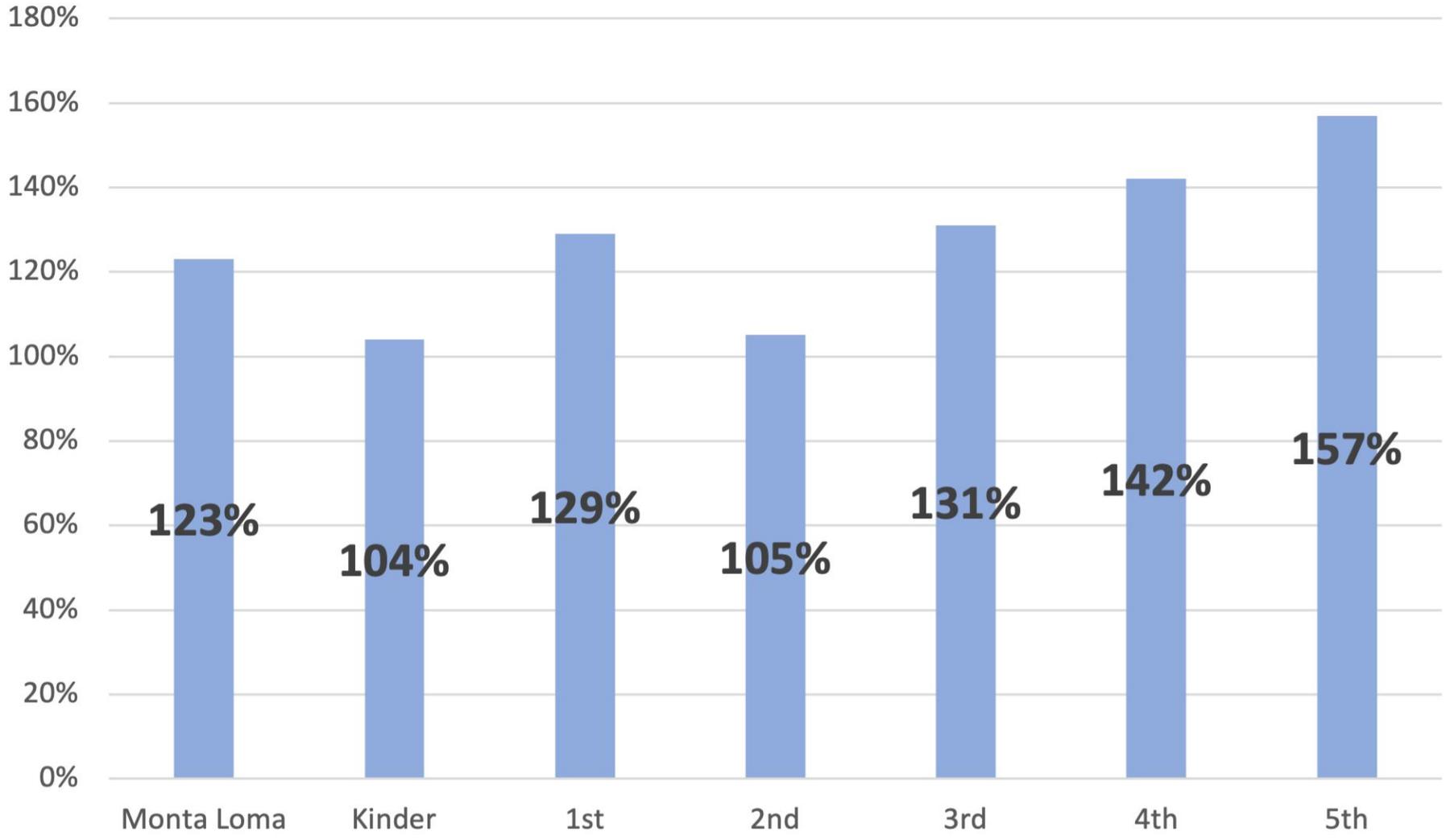
Reading Progress to Annual Typical Growth--Landels (Median)



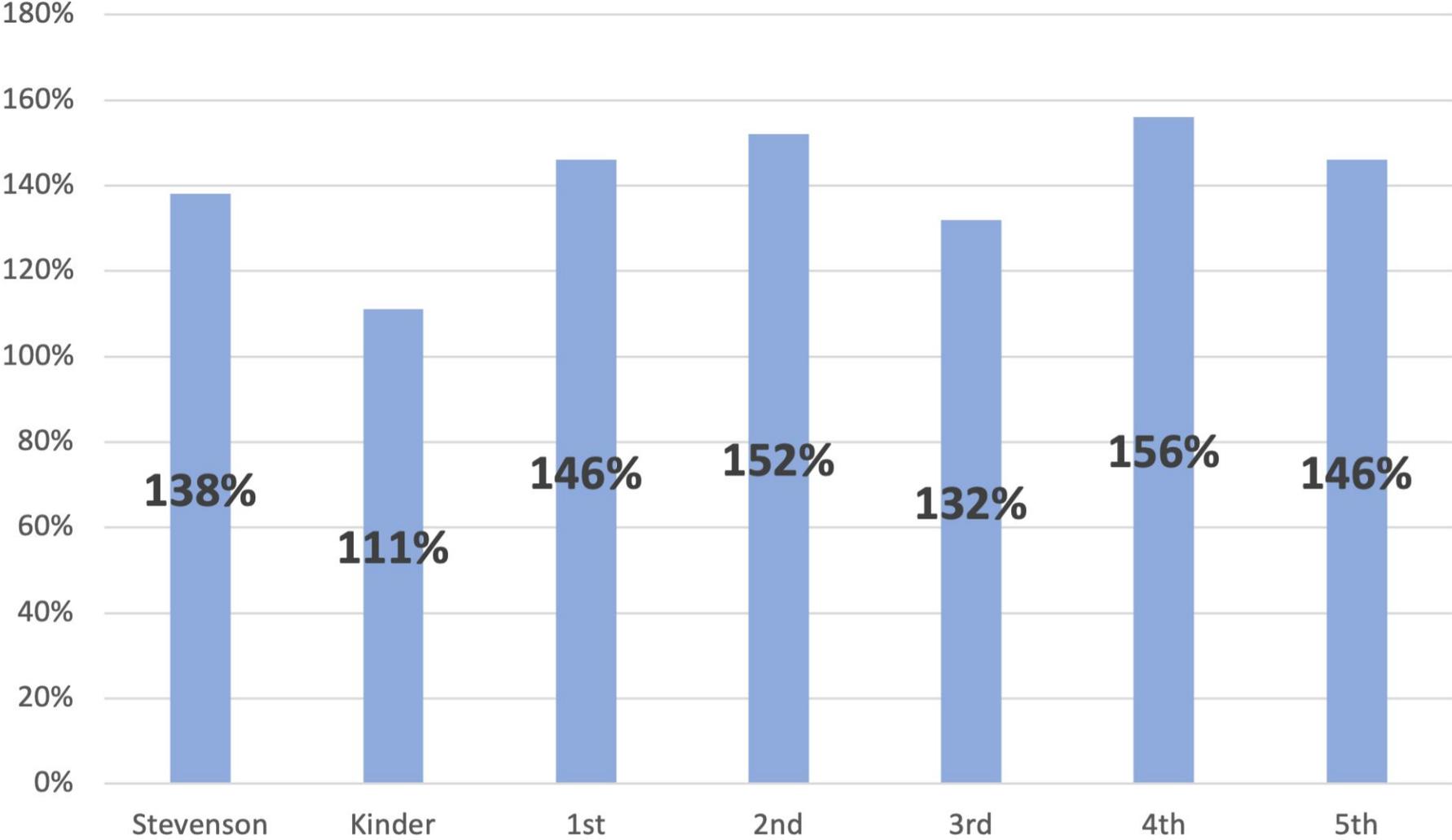
Reading Progress to Annual Typical Growth--Mistral (Median)



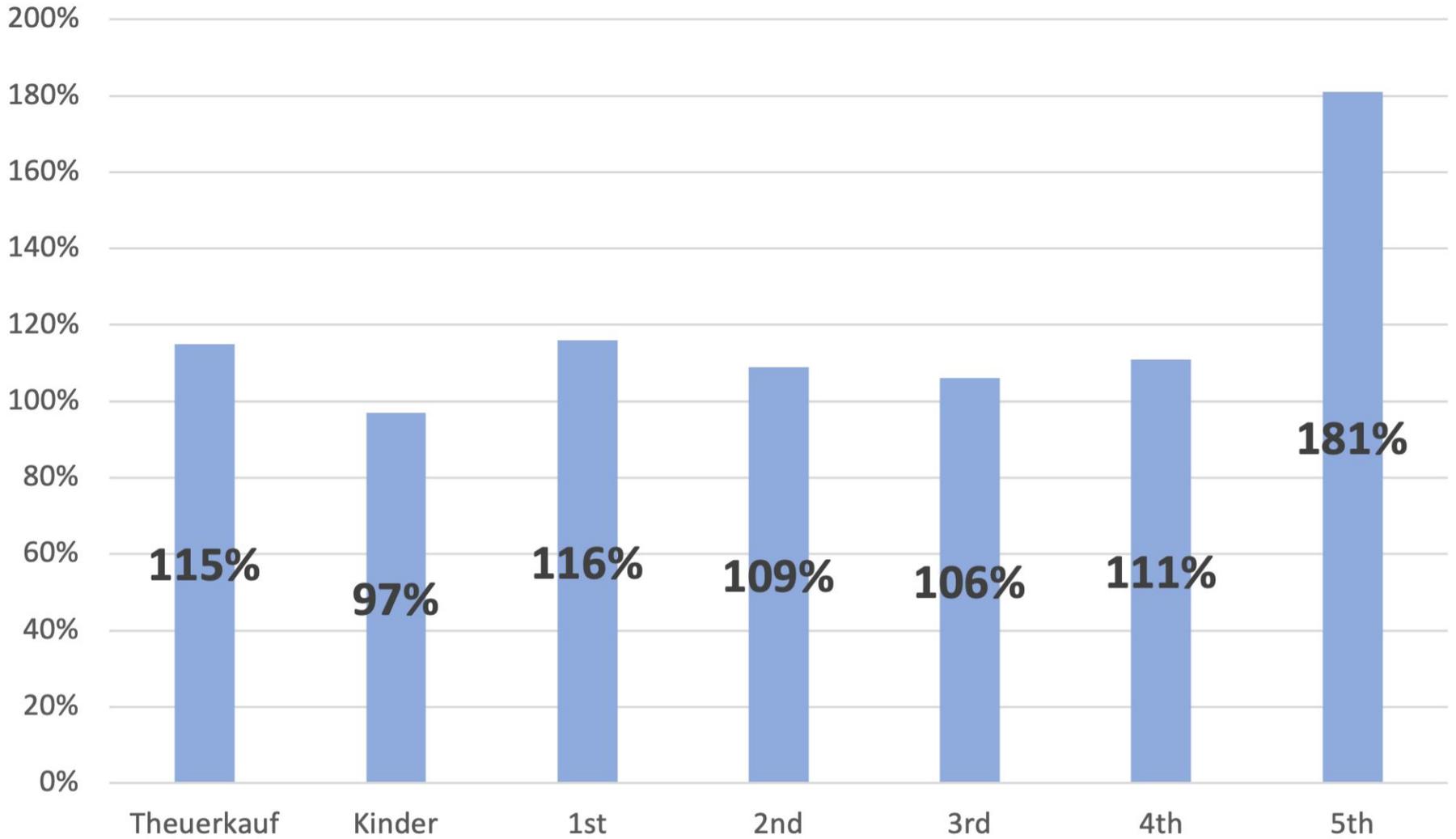
Reading Progress to Annual Typical Growth--Monta Loma (Median)



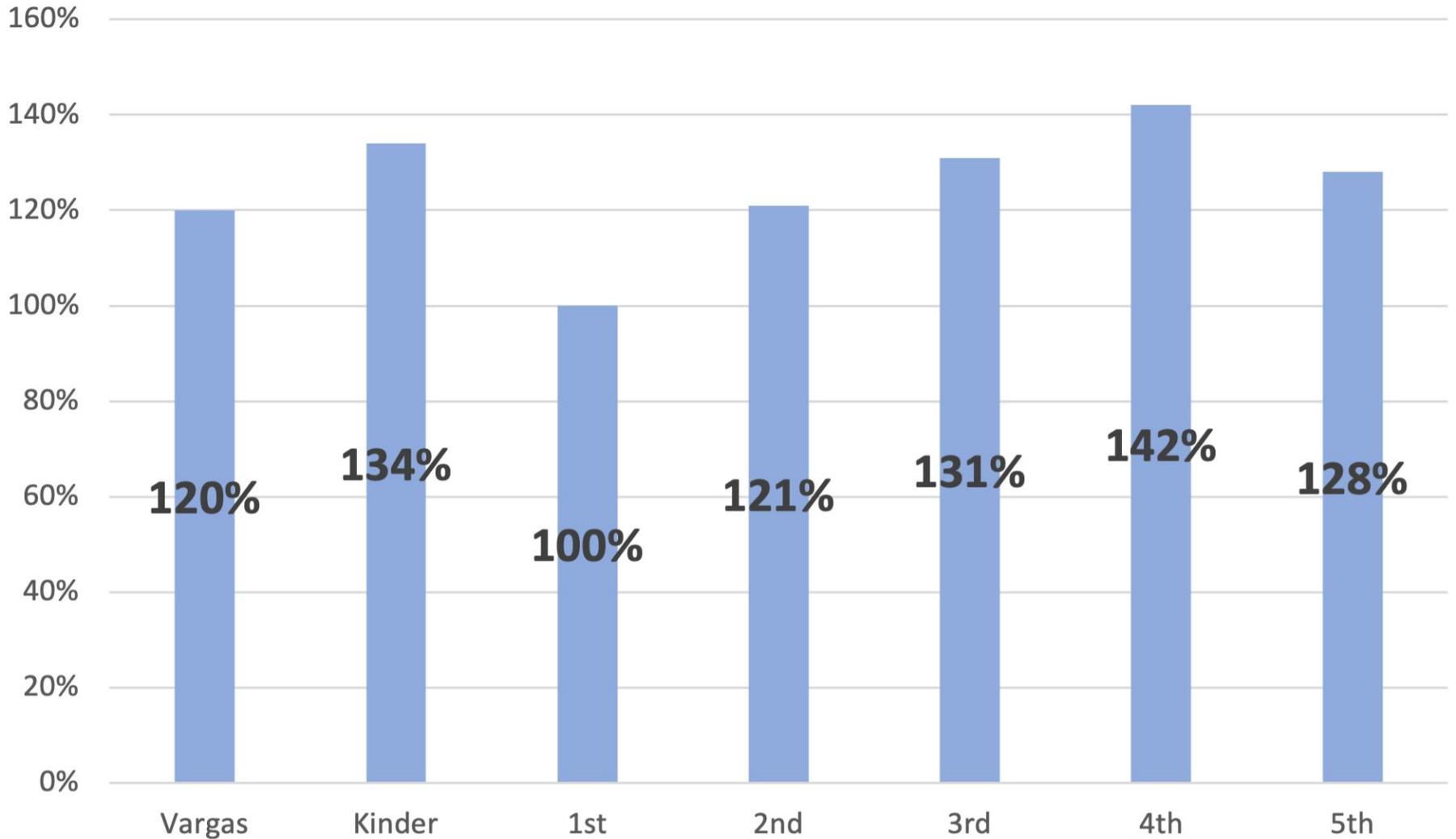
Reading Progress to Annual Typical Growth--Stevenson (Median)



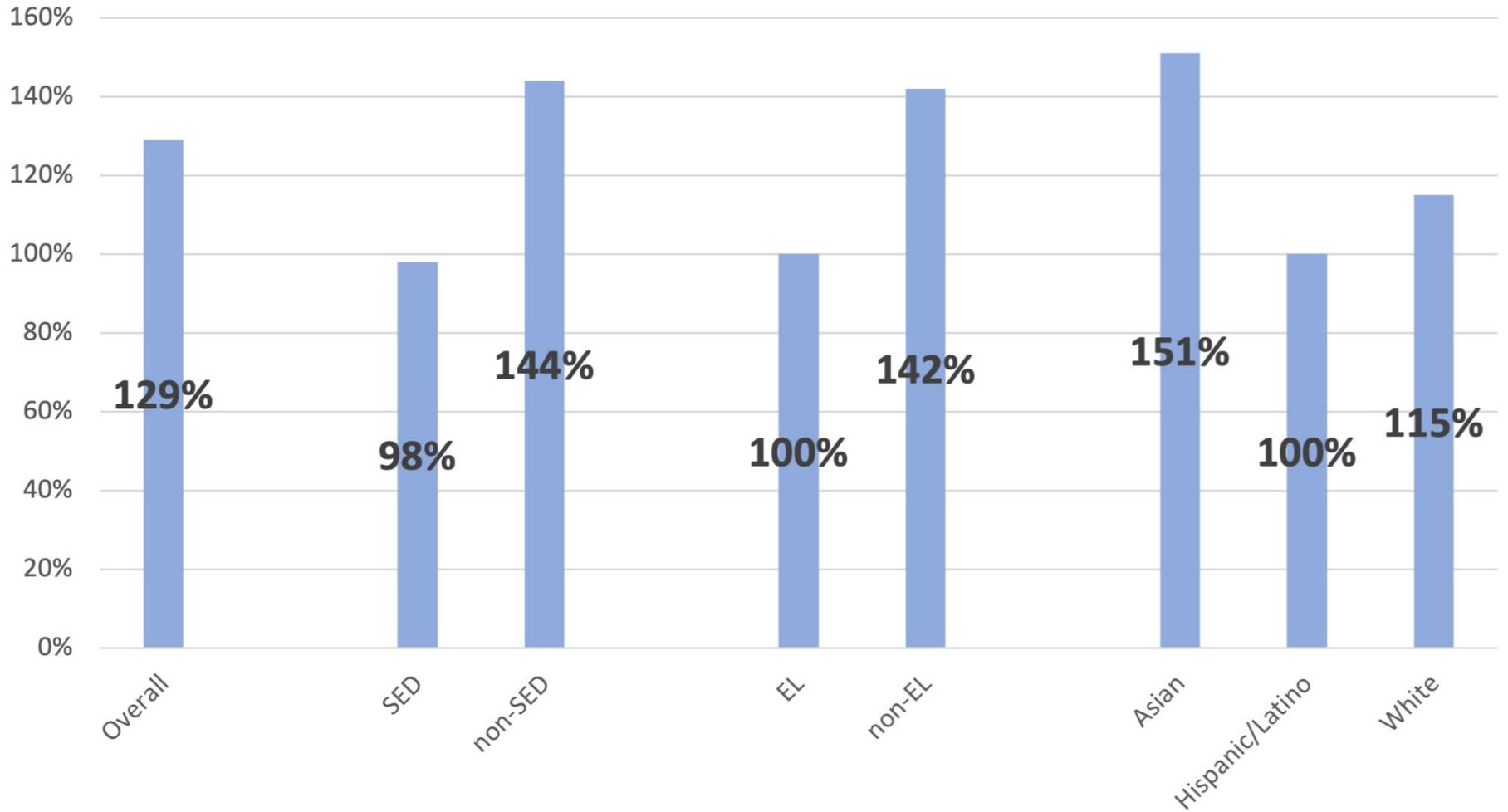
Reading Progress to Annual Typical Growth--Theuerkauf (Median)



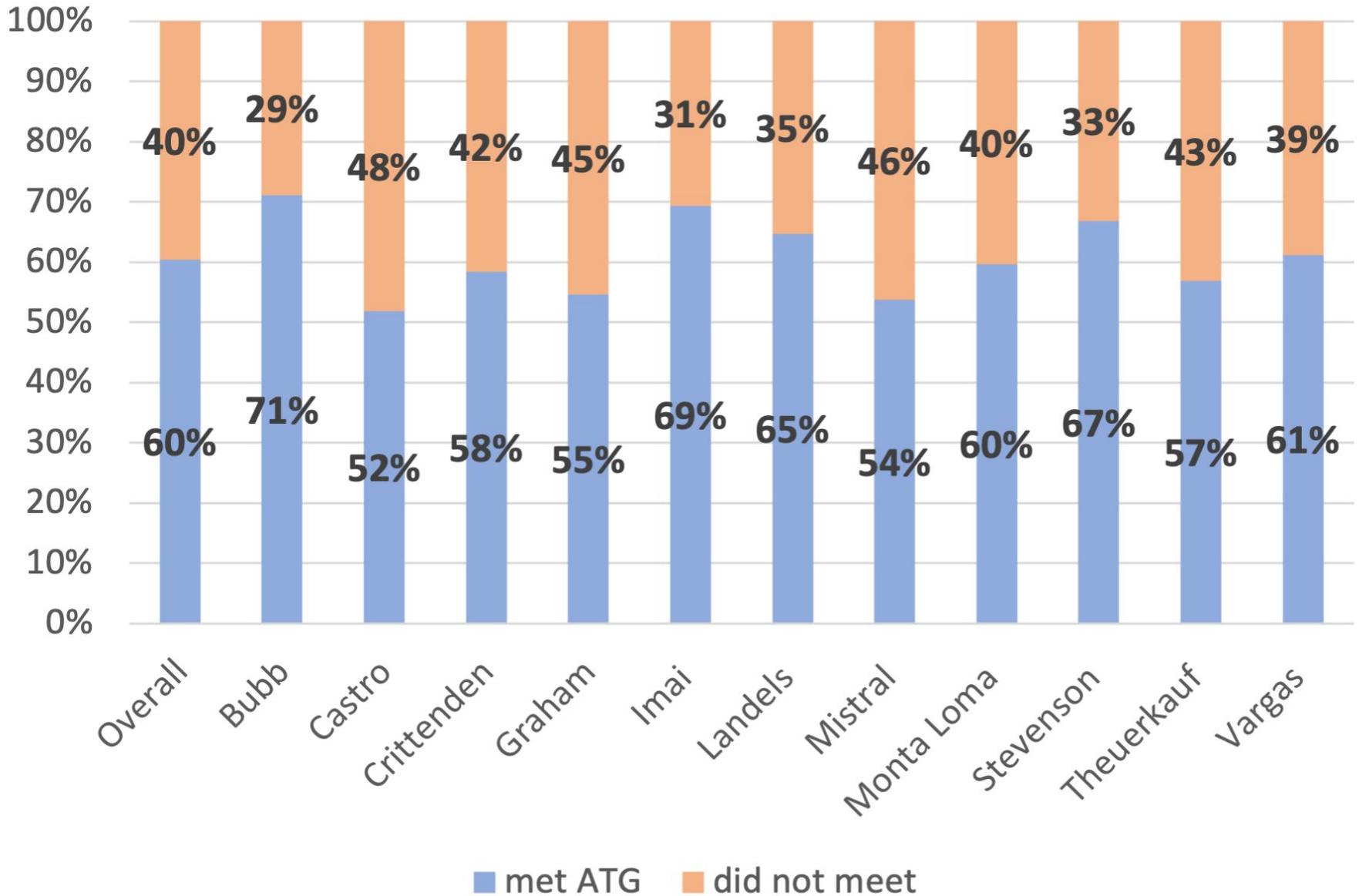
Reading Progress to Annual Typical Growth--Vargas (Median)



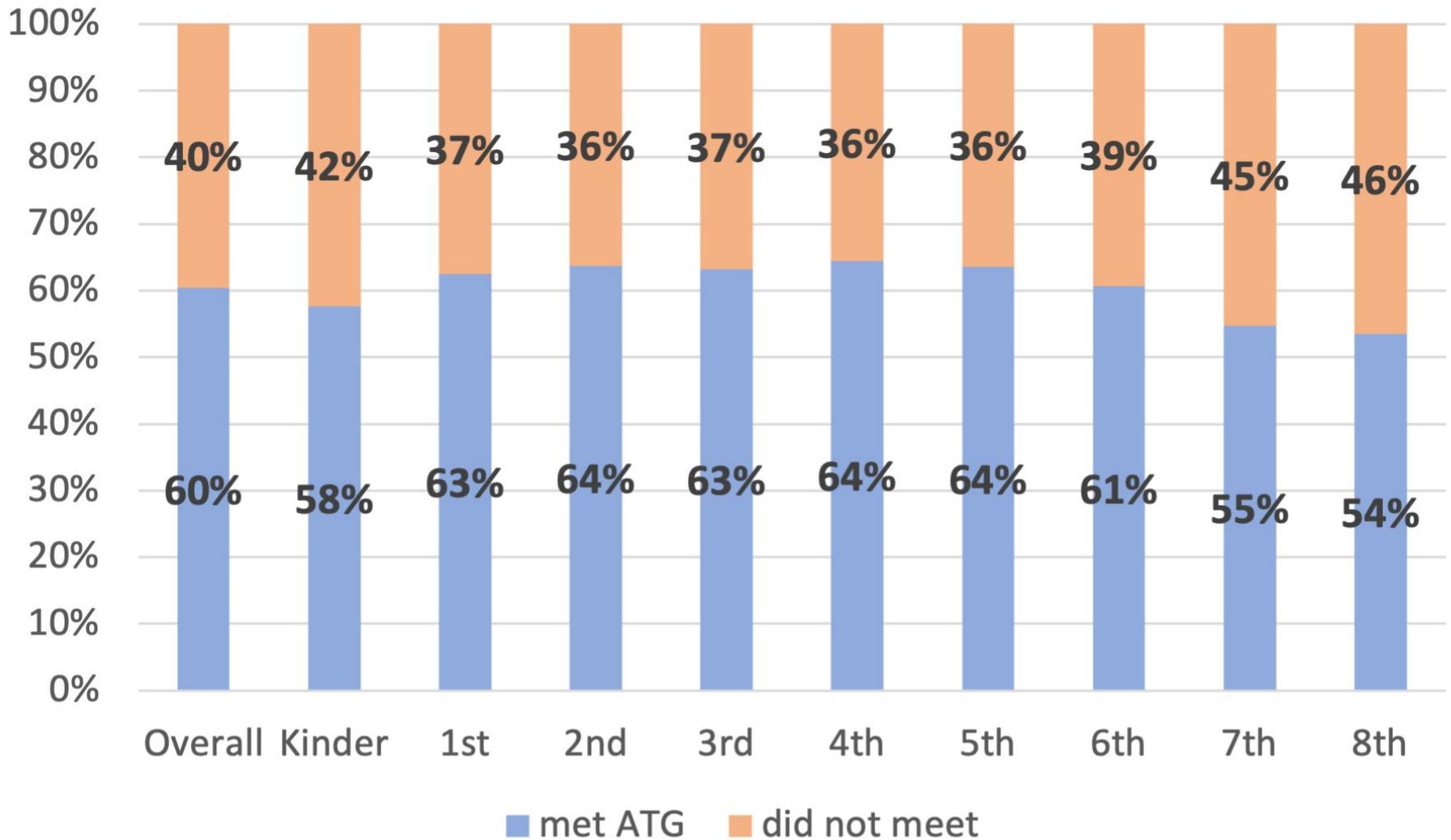
Reading Progress to Annual Typical Growth (Median)



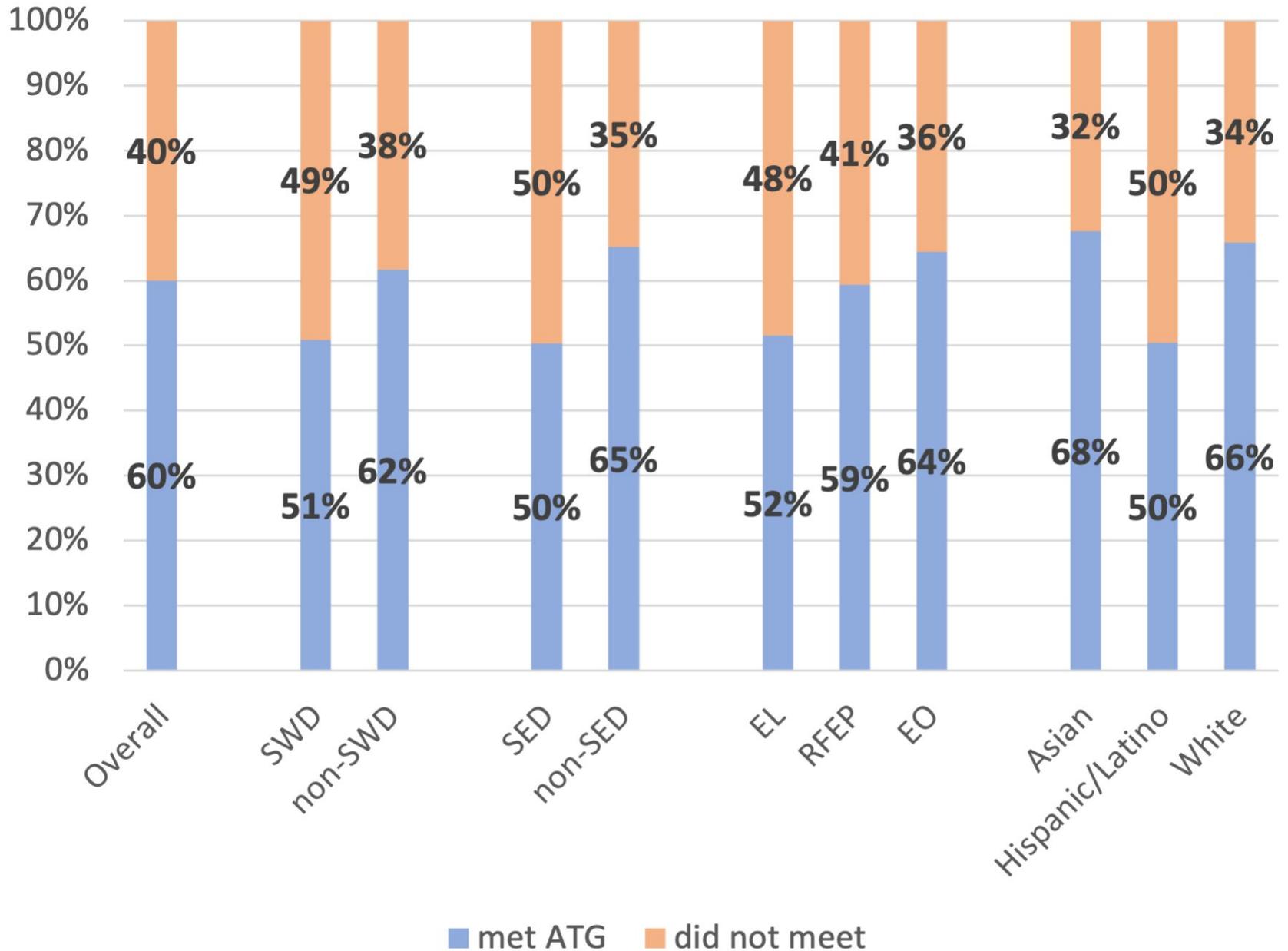
i-Ready Reading Annual Typical Growth



i-Ready Reading Annual Typical Growth



i-Ready Reading Annual Typical Growth

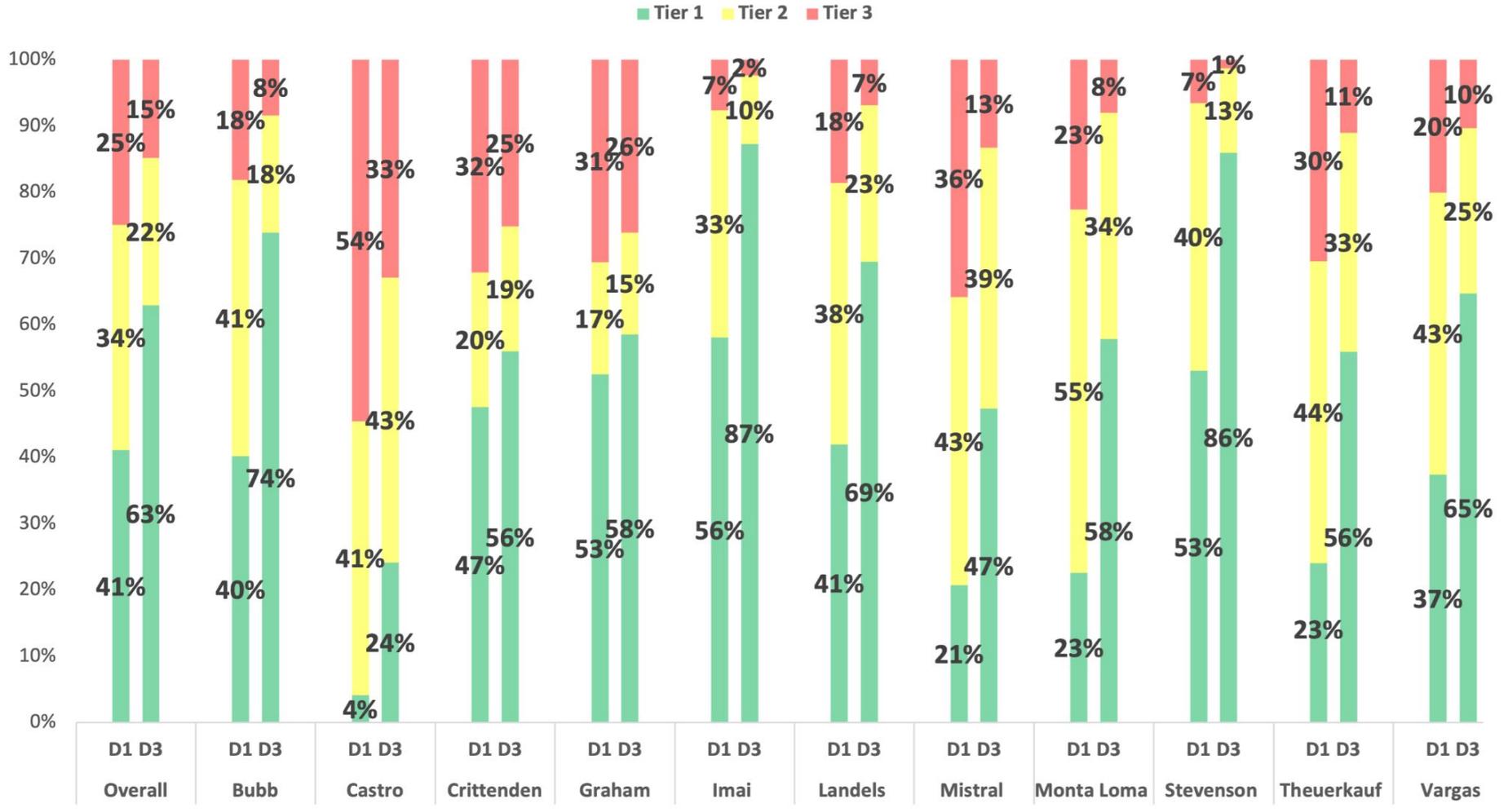




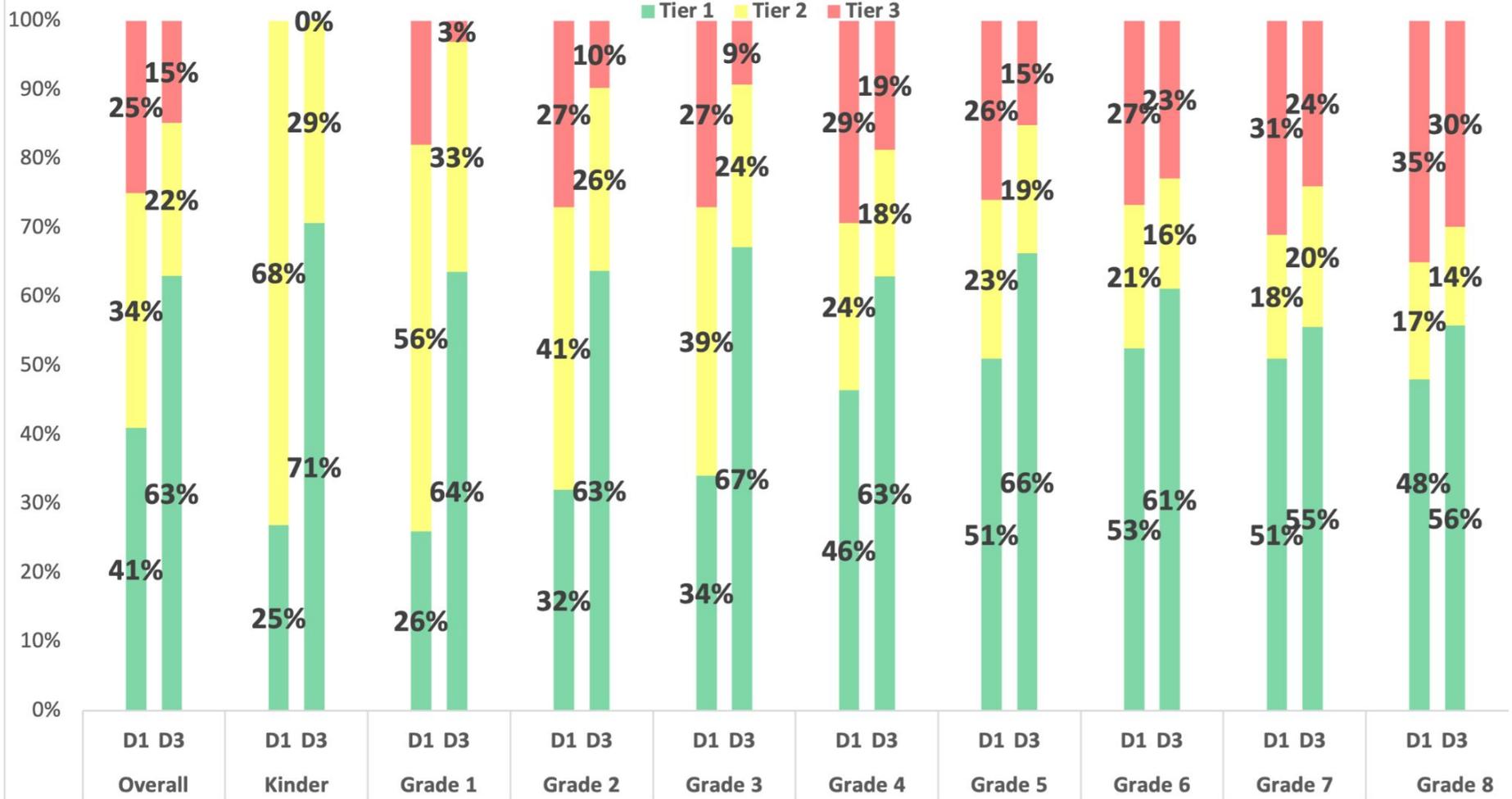
Mountain View
Whisman
School District

Appendix - Additional Math Data

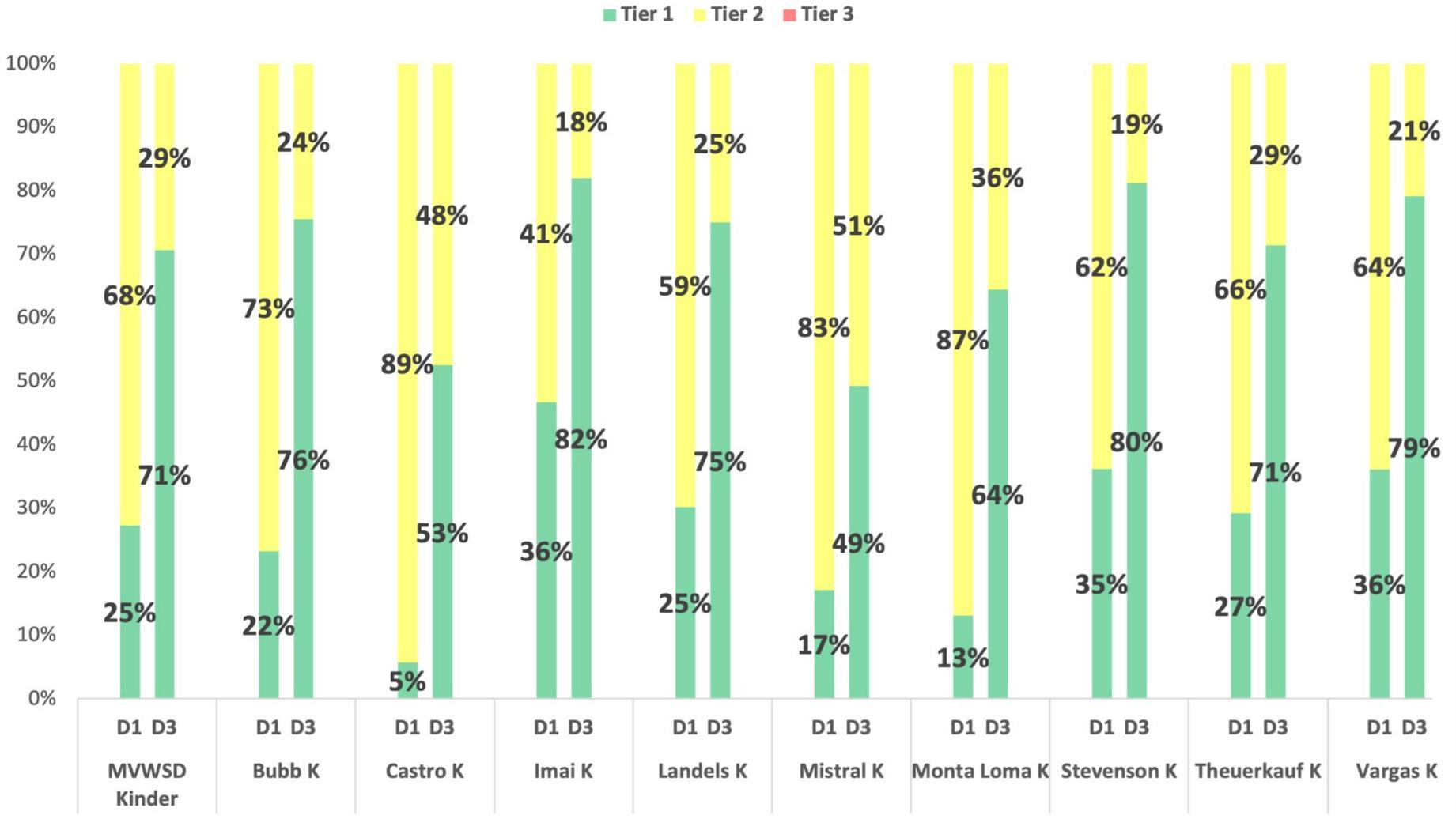
i-Ready Math by Site (2024-25 D1 to D3)



i-Ready Math by Grade Level (2024-25 D1 to D3)

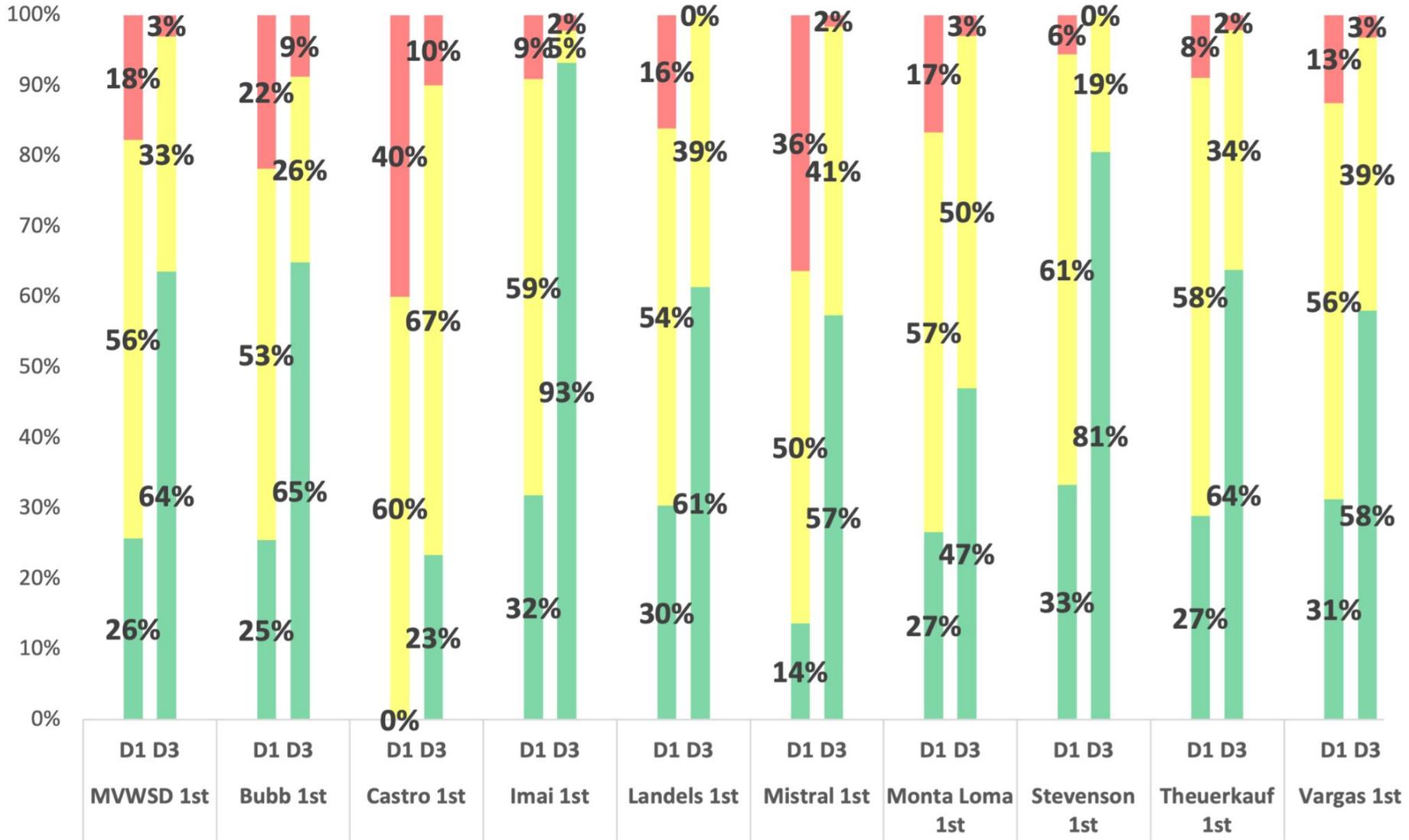


i-Ready Math Kinder (2024-25 D1 to D3)



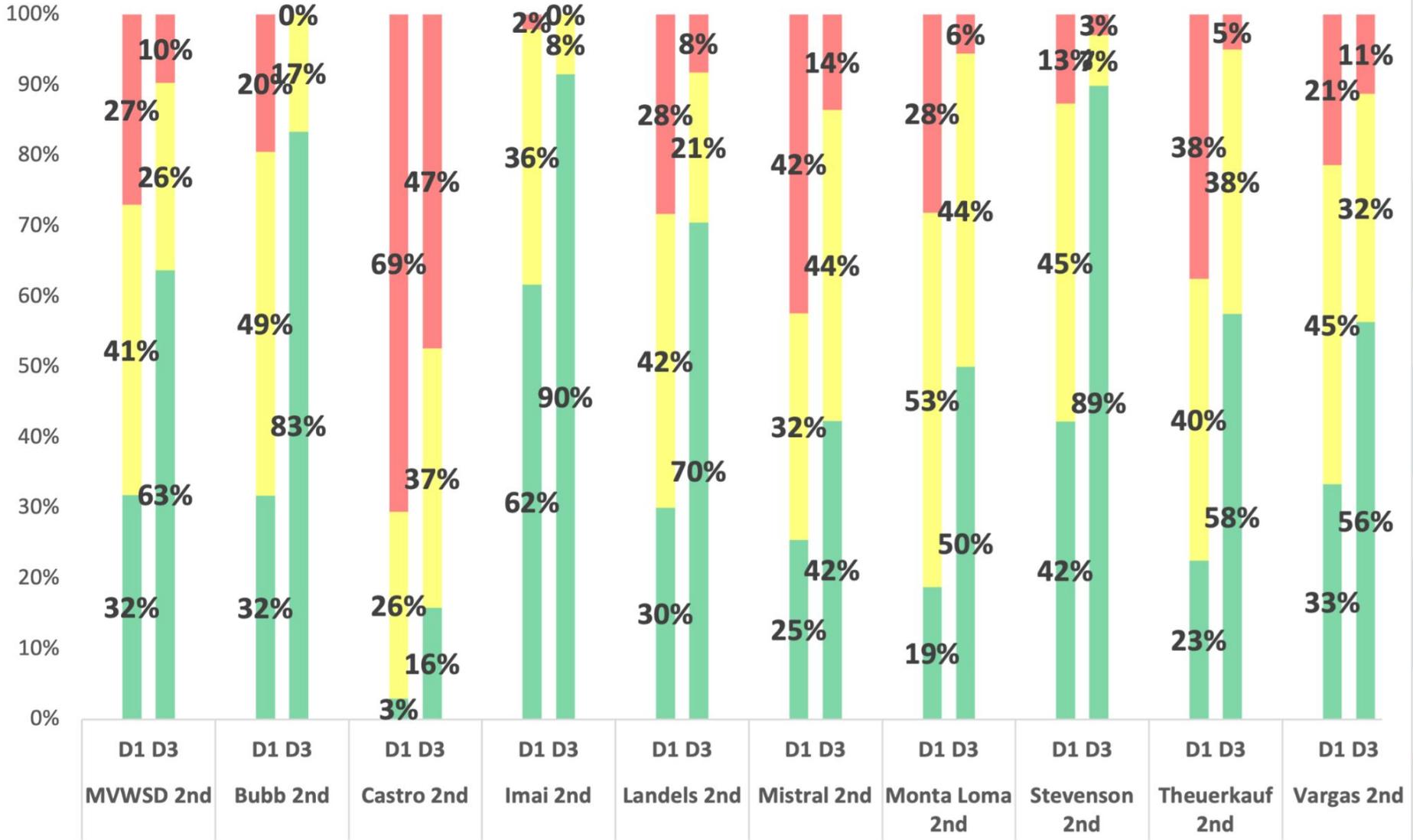
i-Ready Math 1st (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



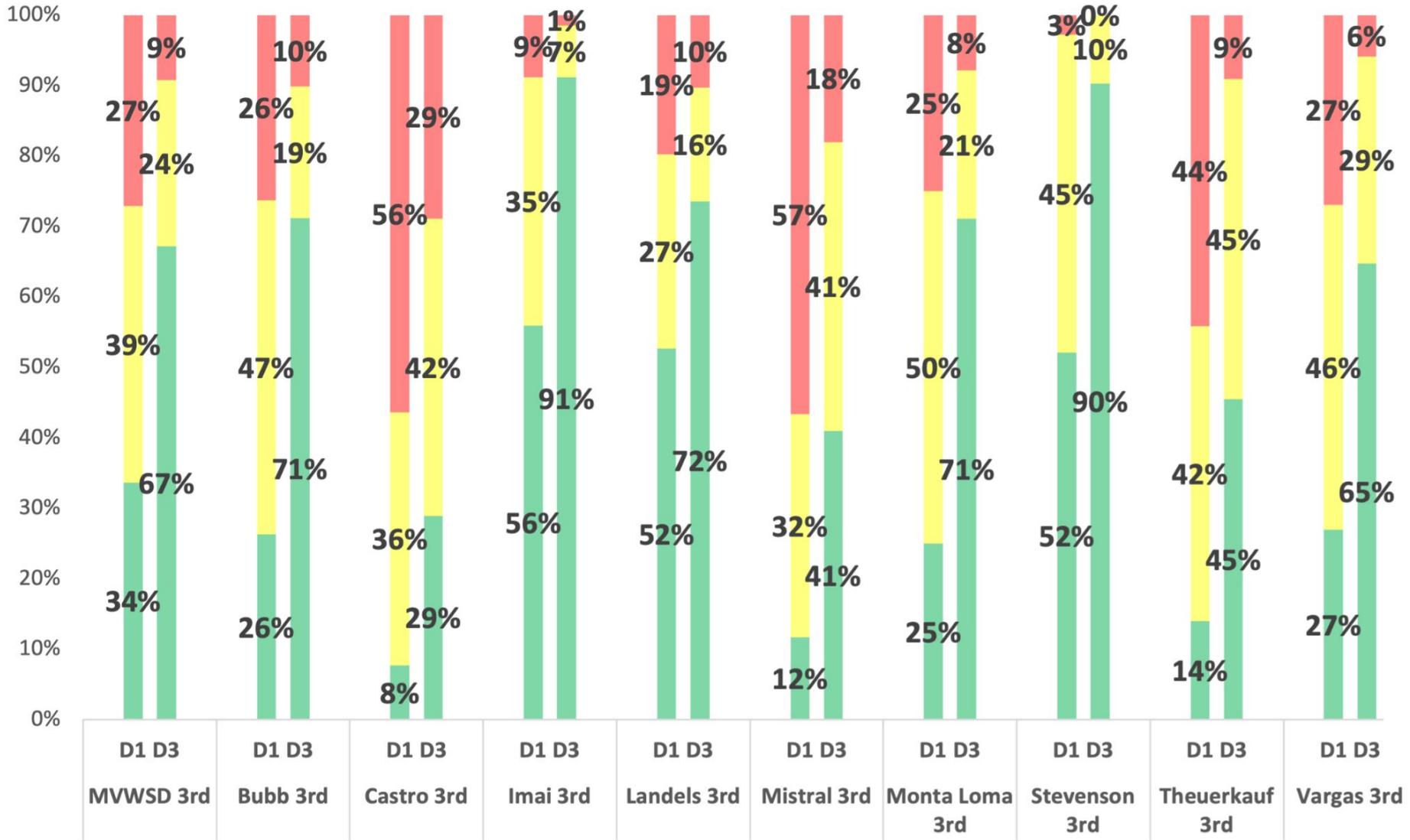
i-Ready Math 2nd (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



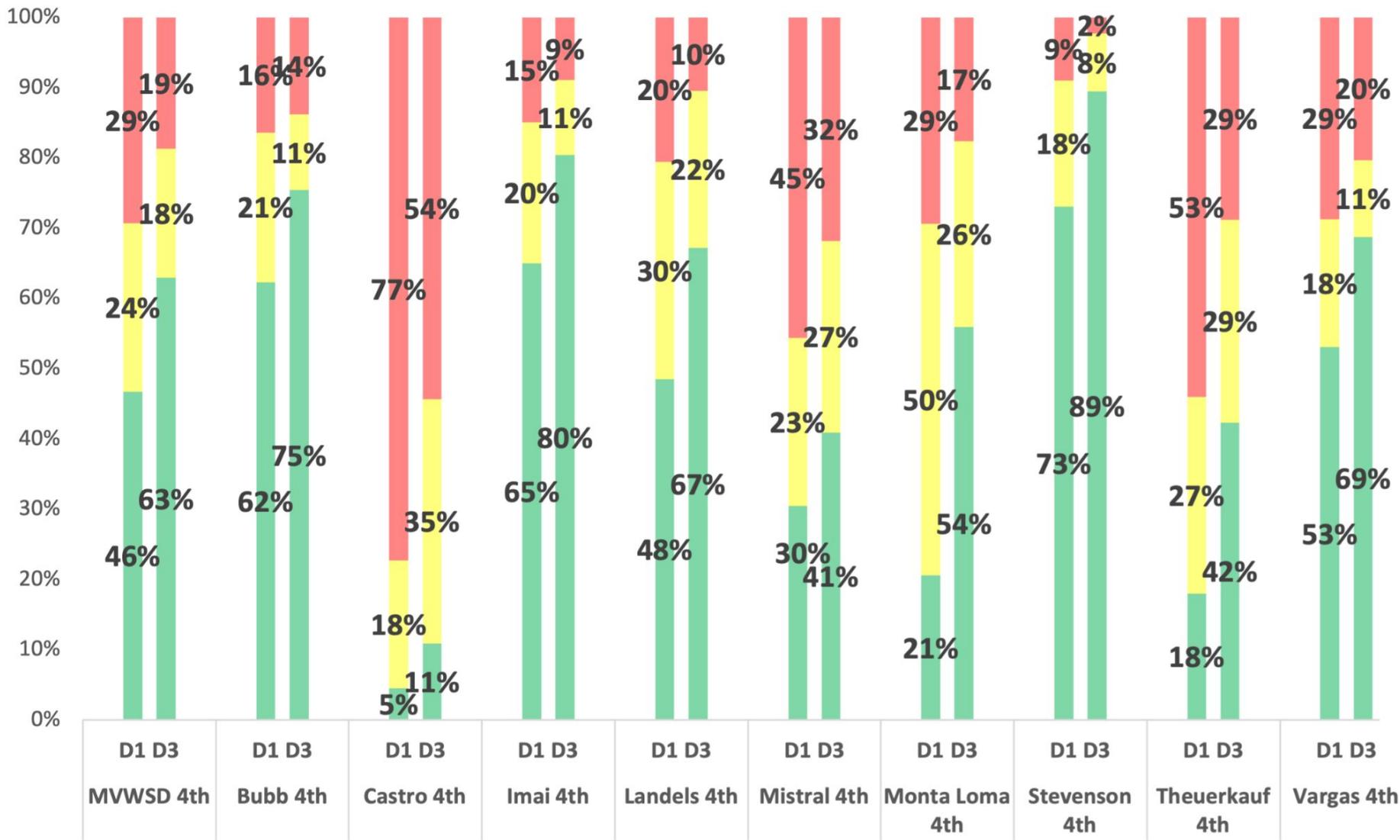
i-Ready Math 3rd (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



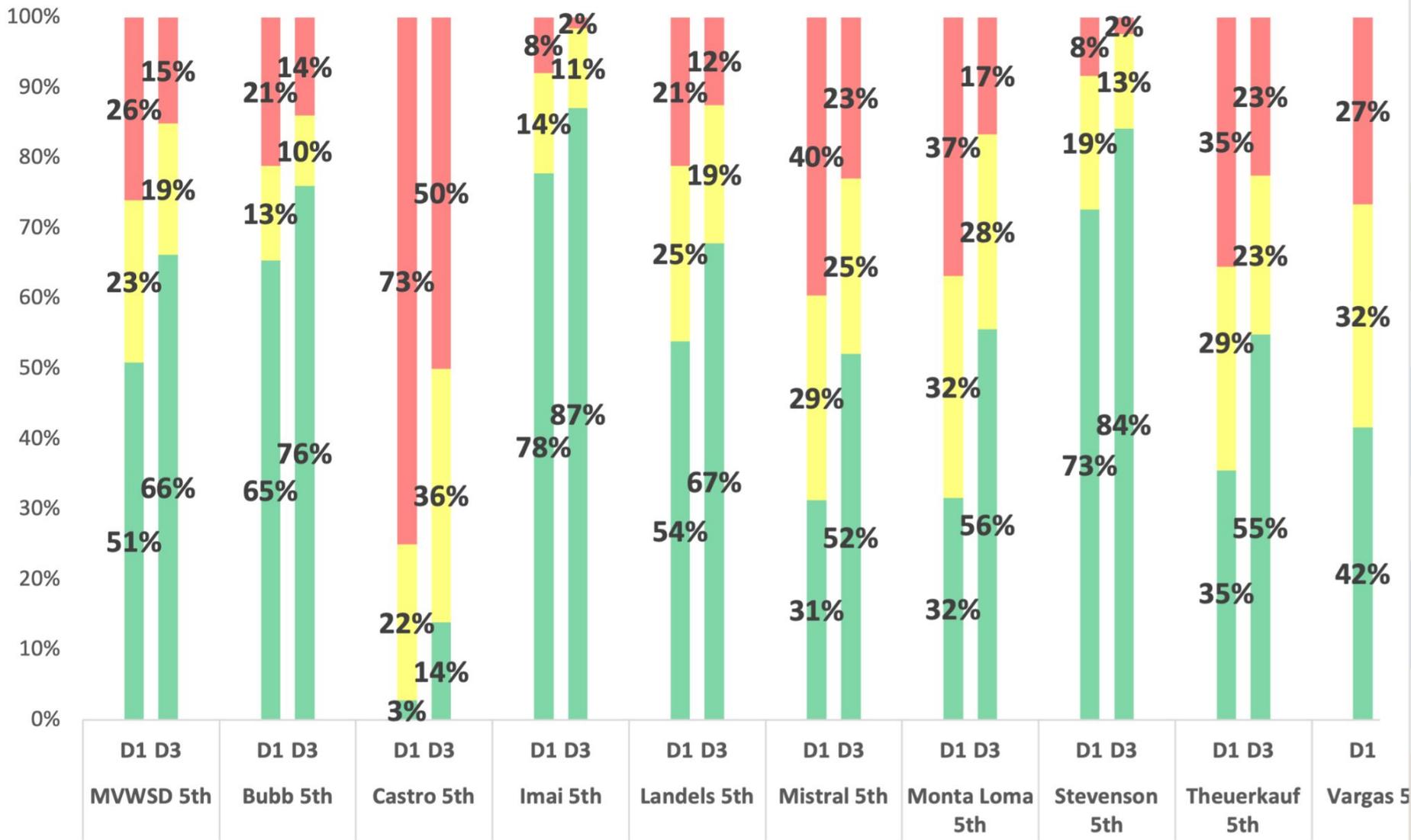
i-Ready Math 4th (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



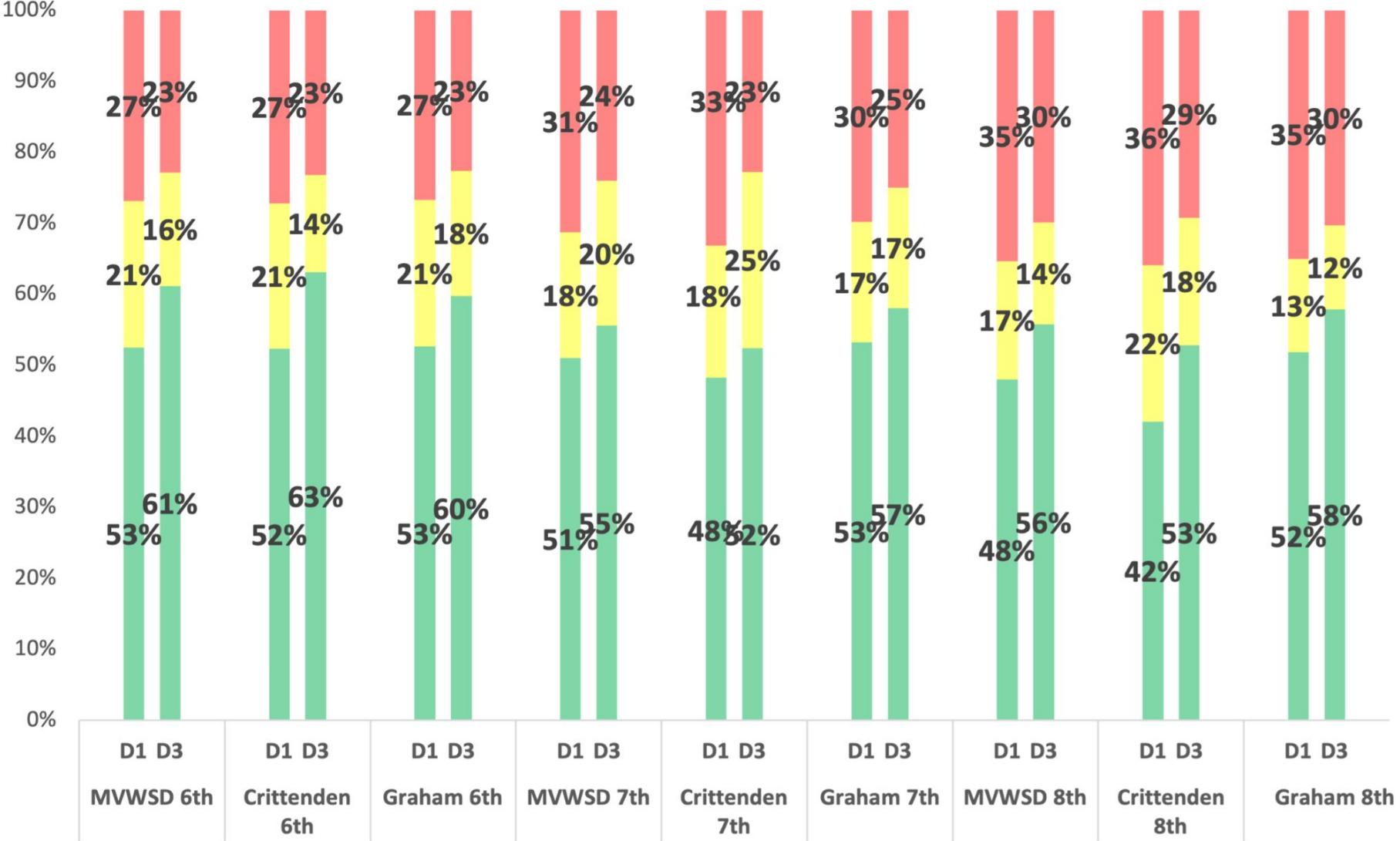
i-Ready Math 5th (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3

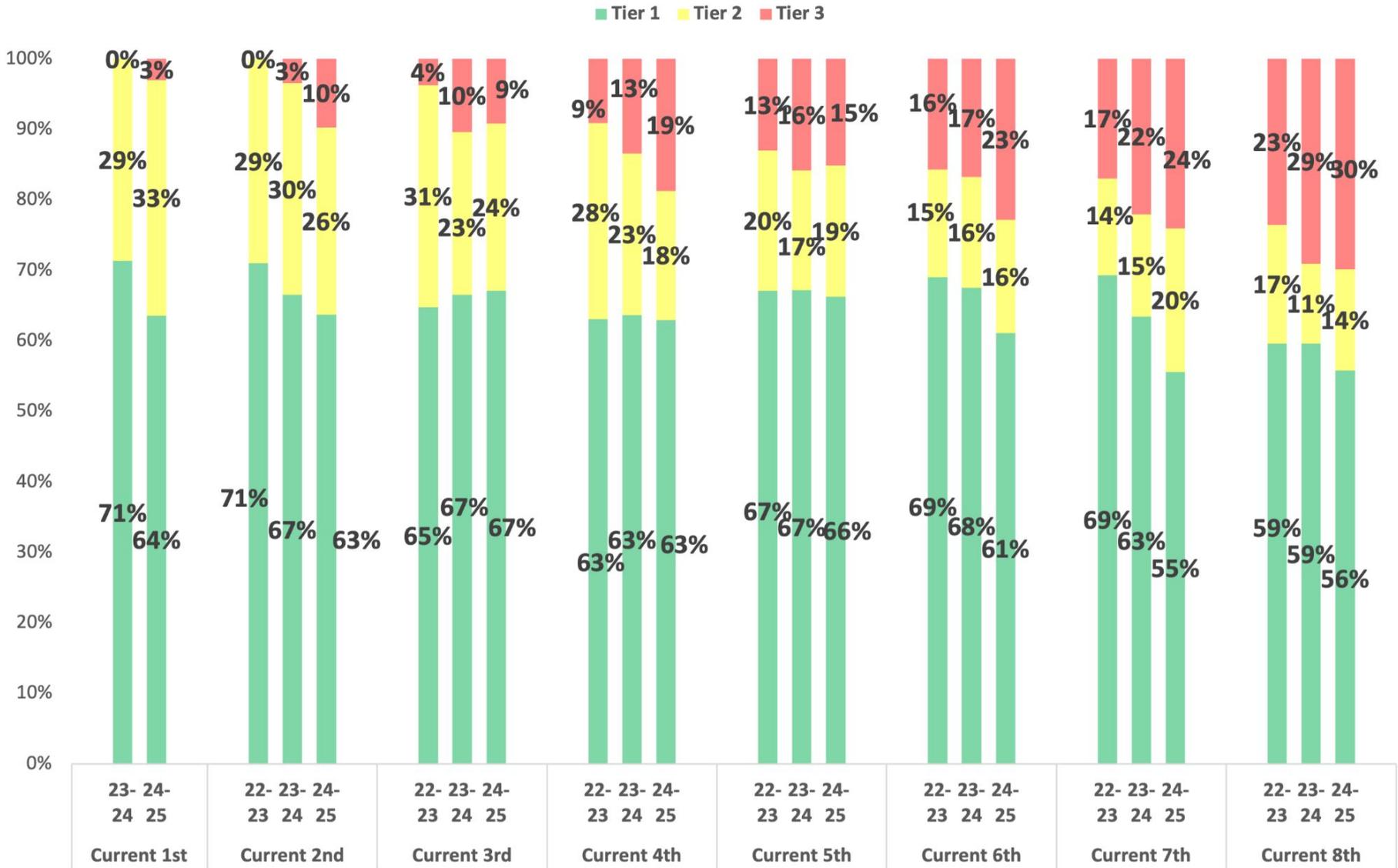


i-Ready Math 6th-8th (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3

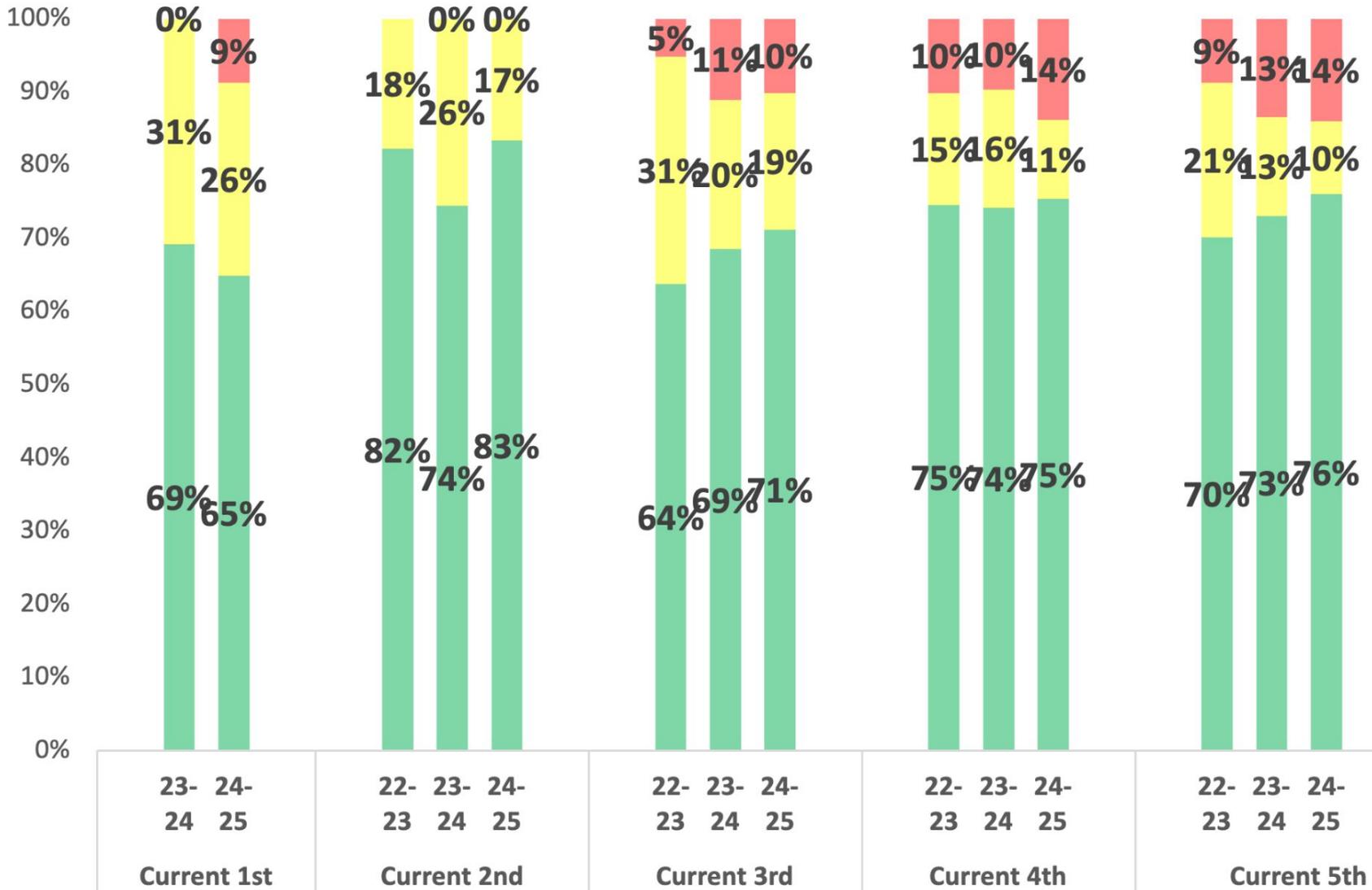


i-Ready Math-MVWSD (D3 Cohort Comparison)



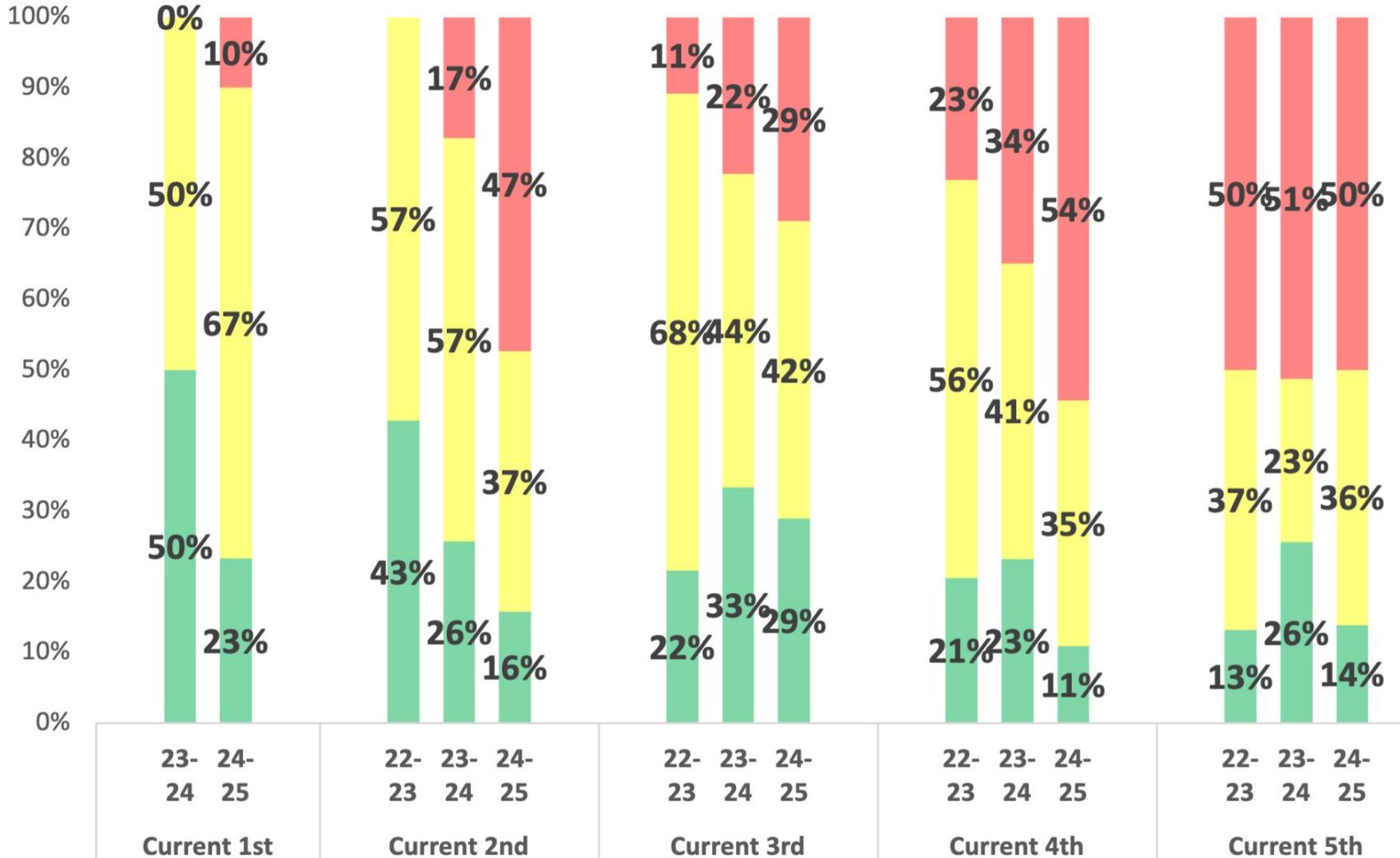
i-Ready Math--Bubb (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



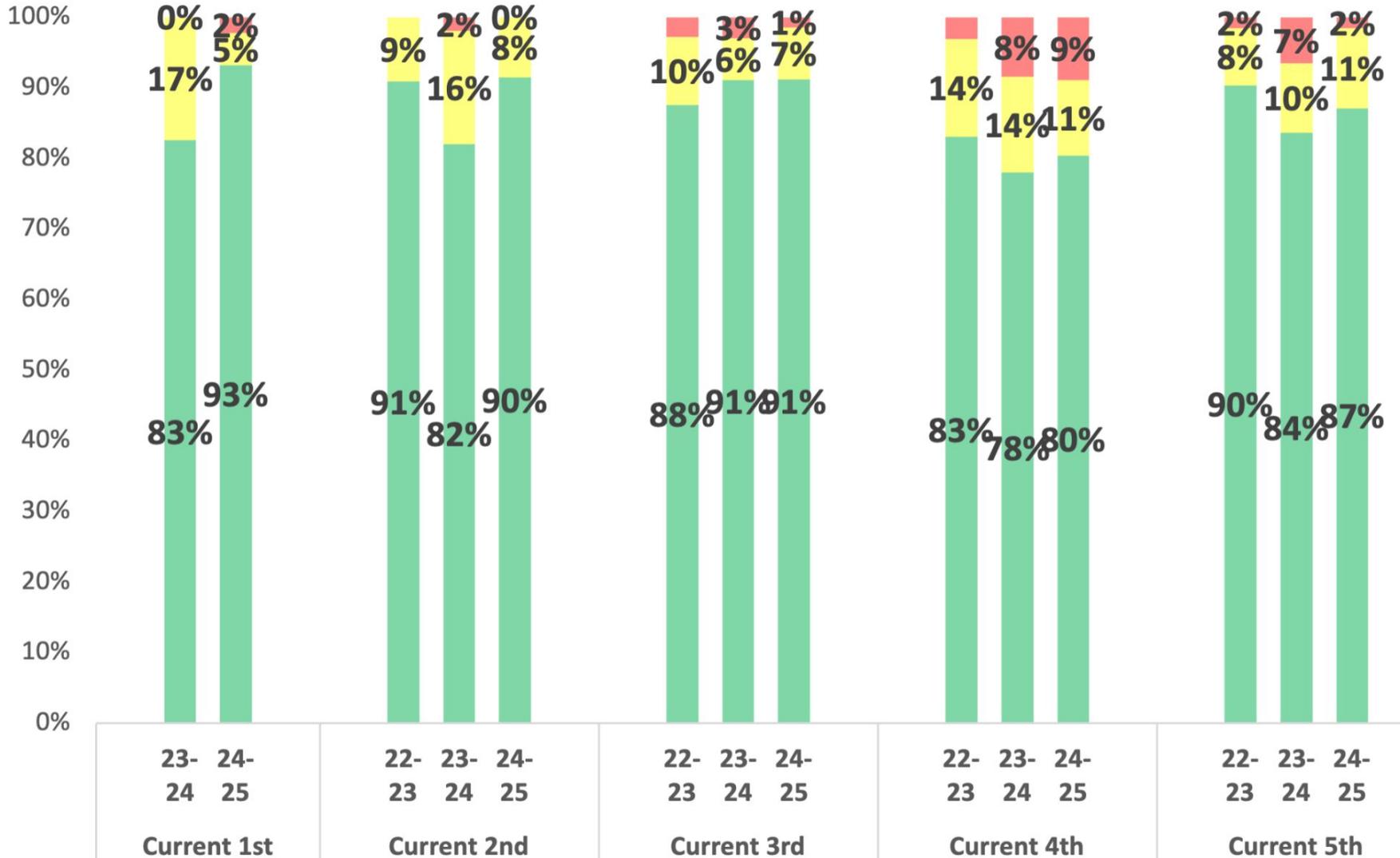
i-Ready Math-Castro (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



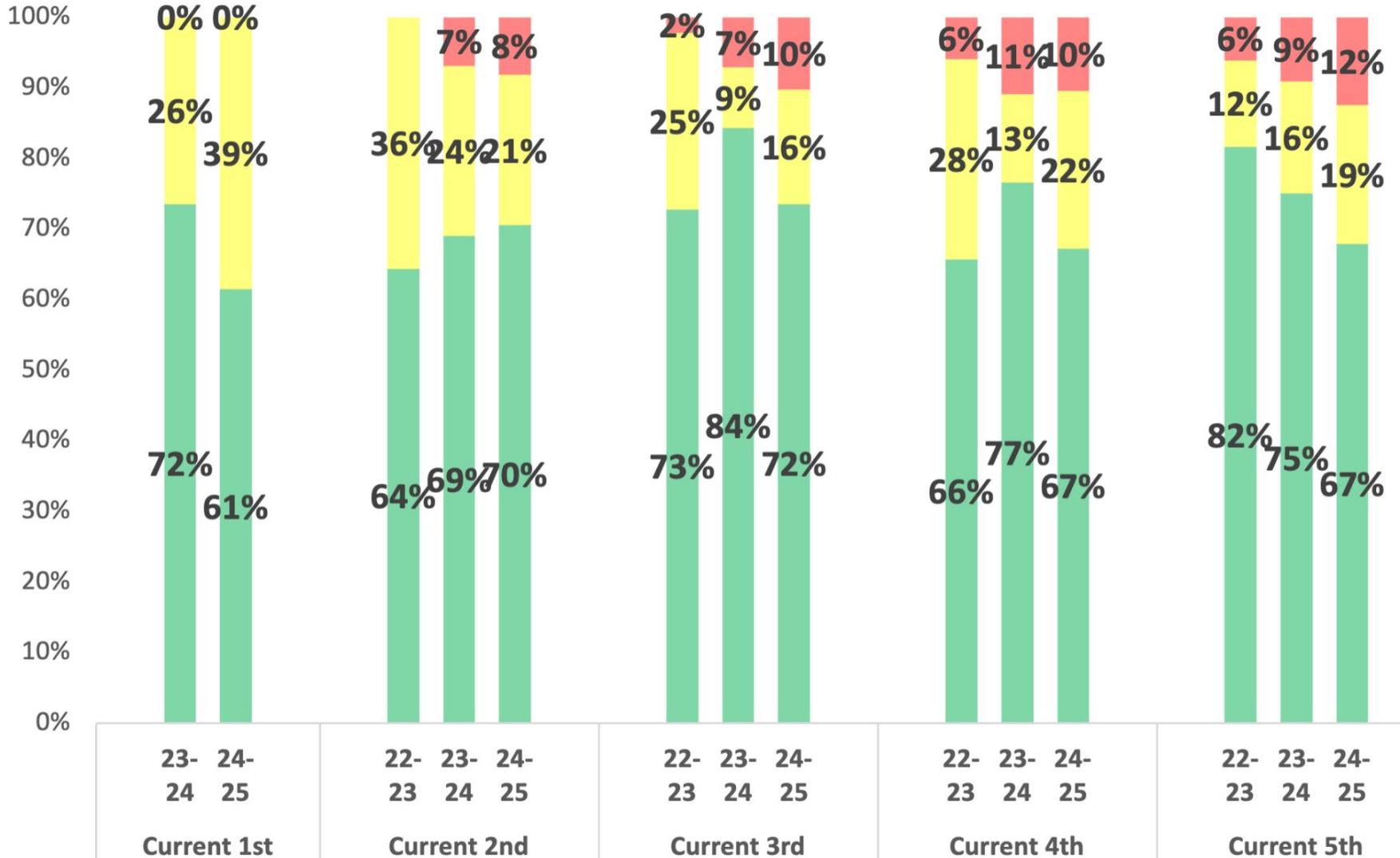
i-Ready Math--Imai (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



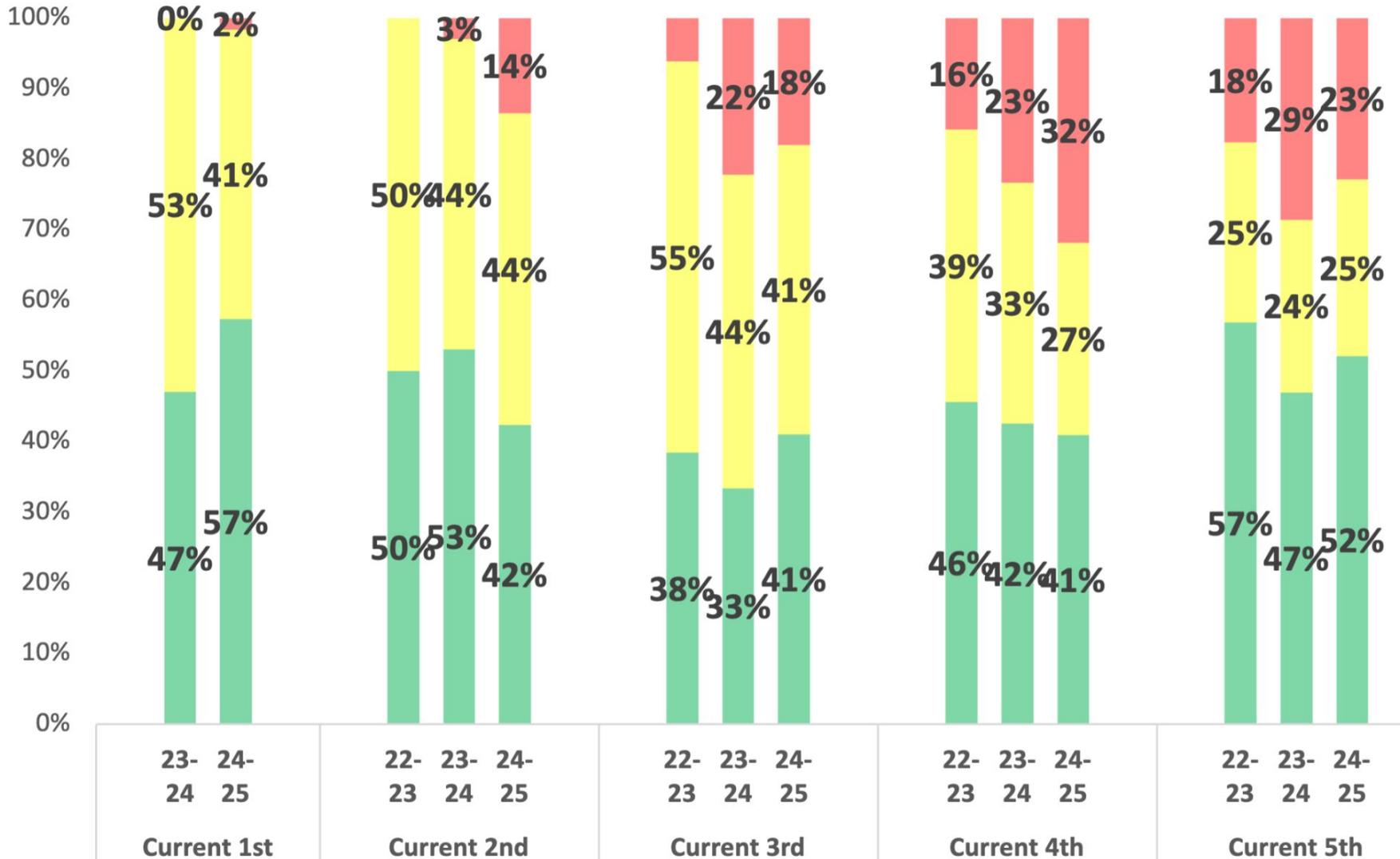
i-Ready Math--Landels (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



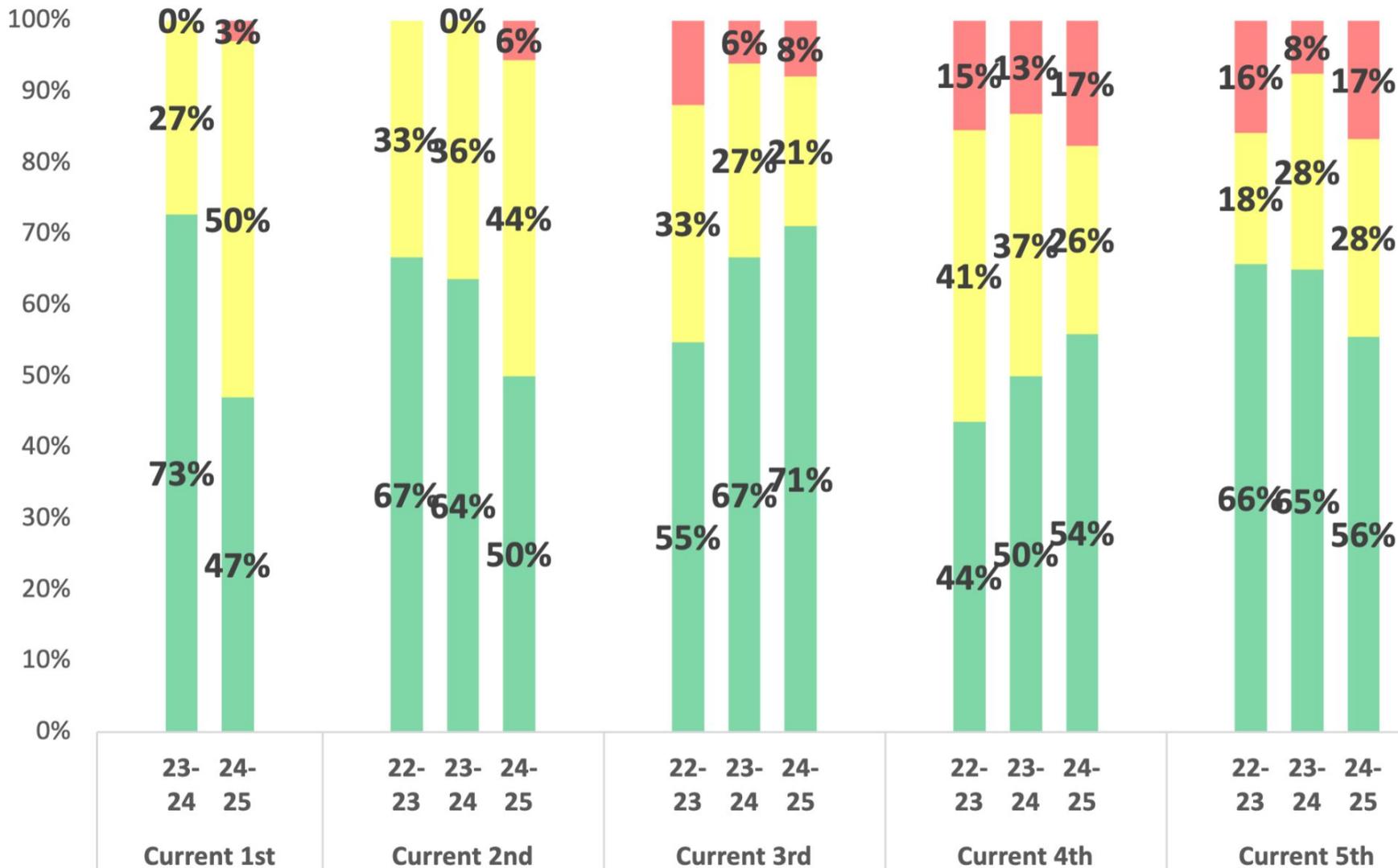
i-Ready Math--Mistral (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



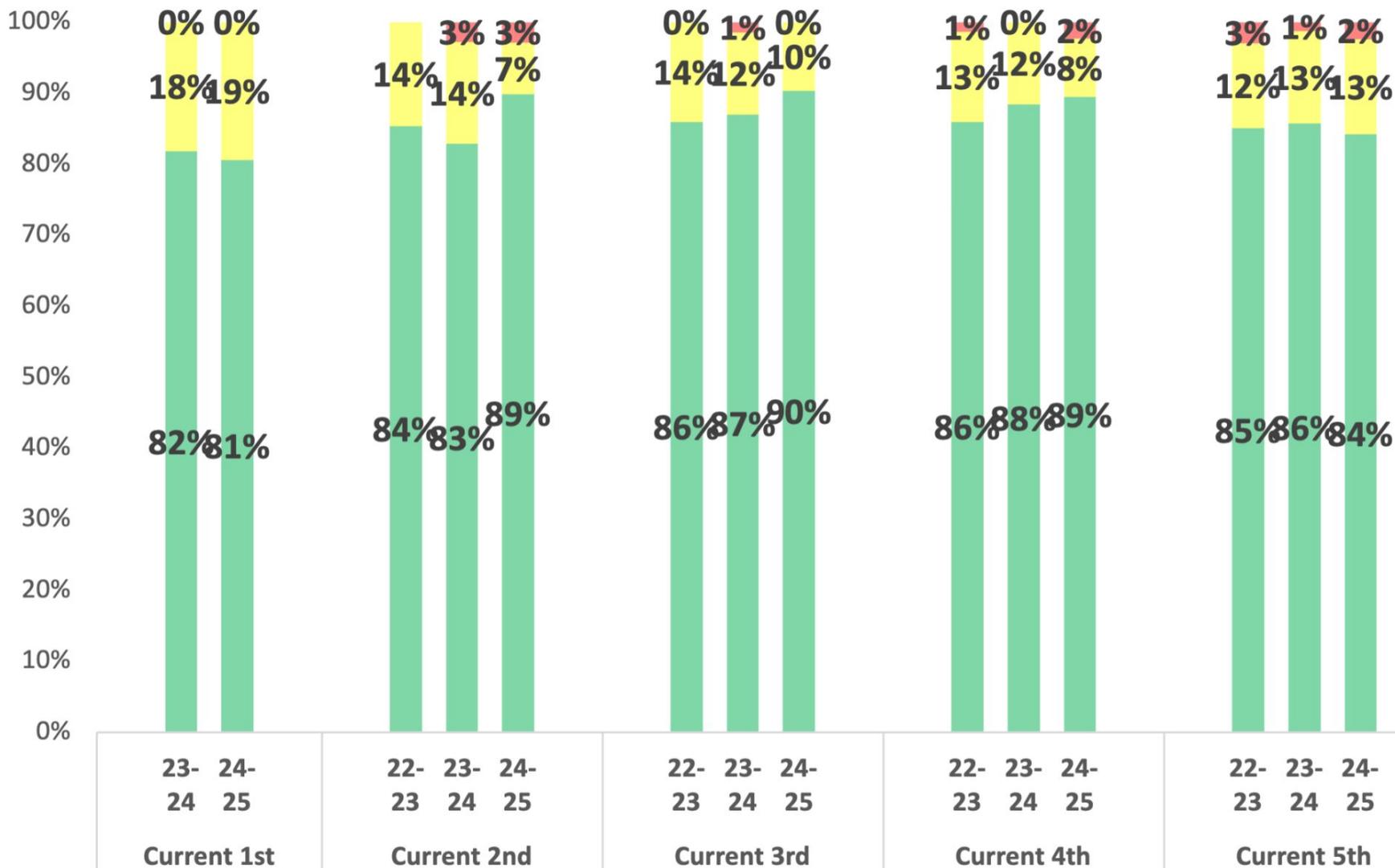
i-Ready Math--Monta Loma (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



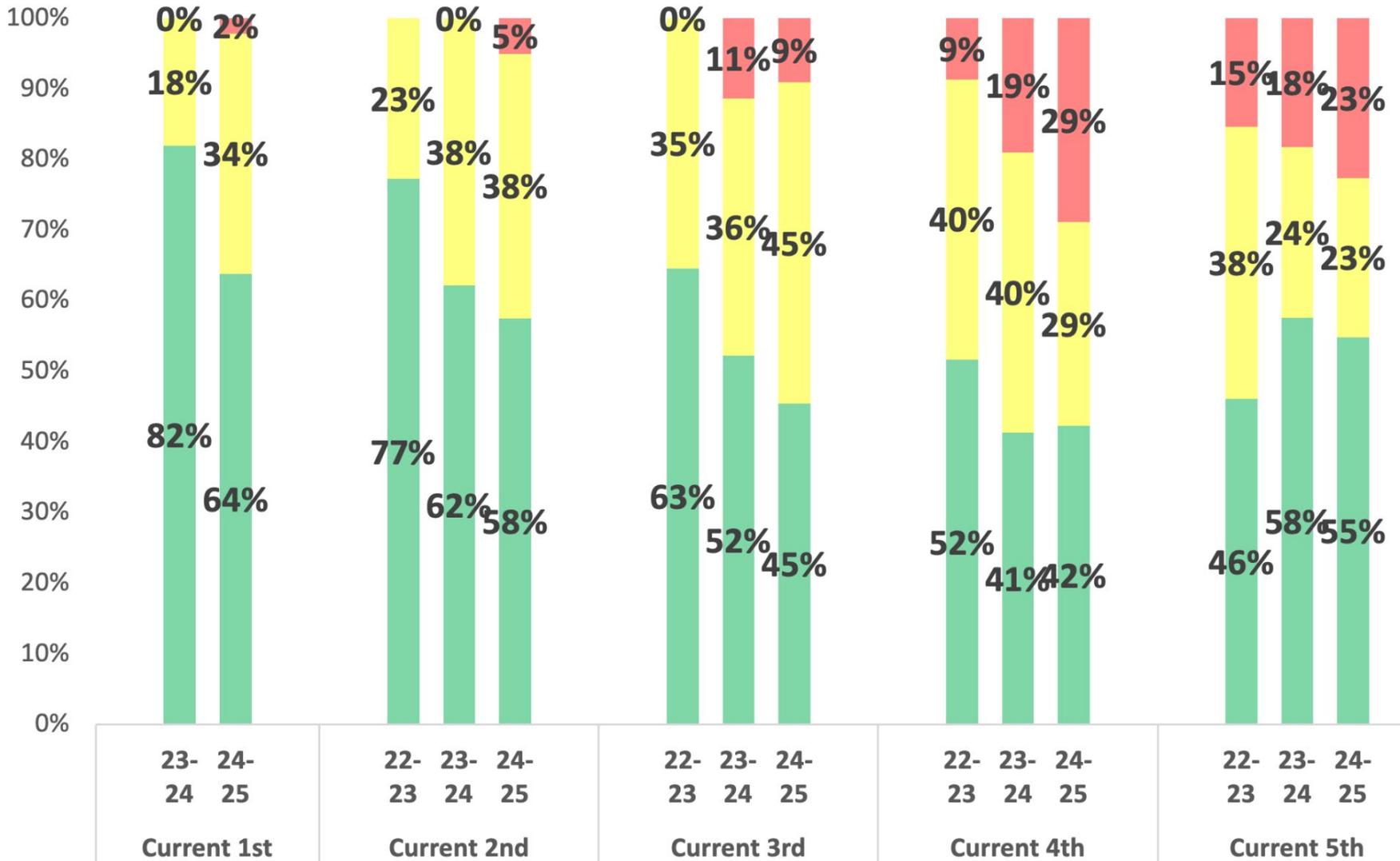
i-Ready Math--Stevenson (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3



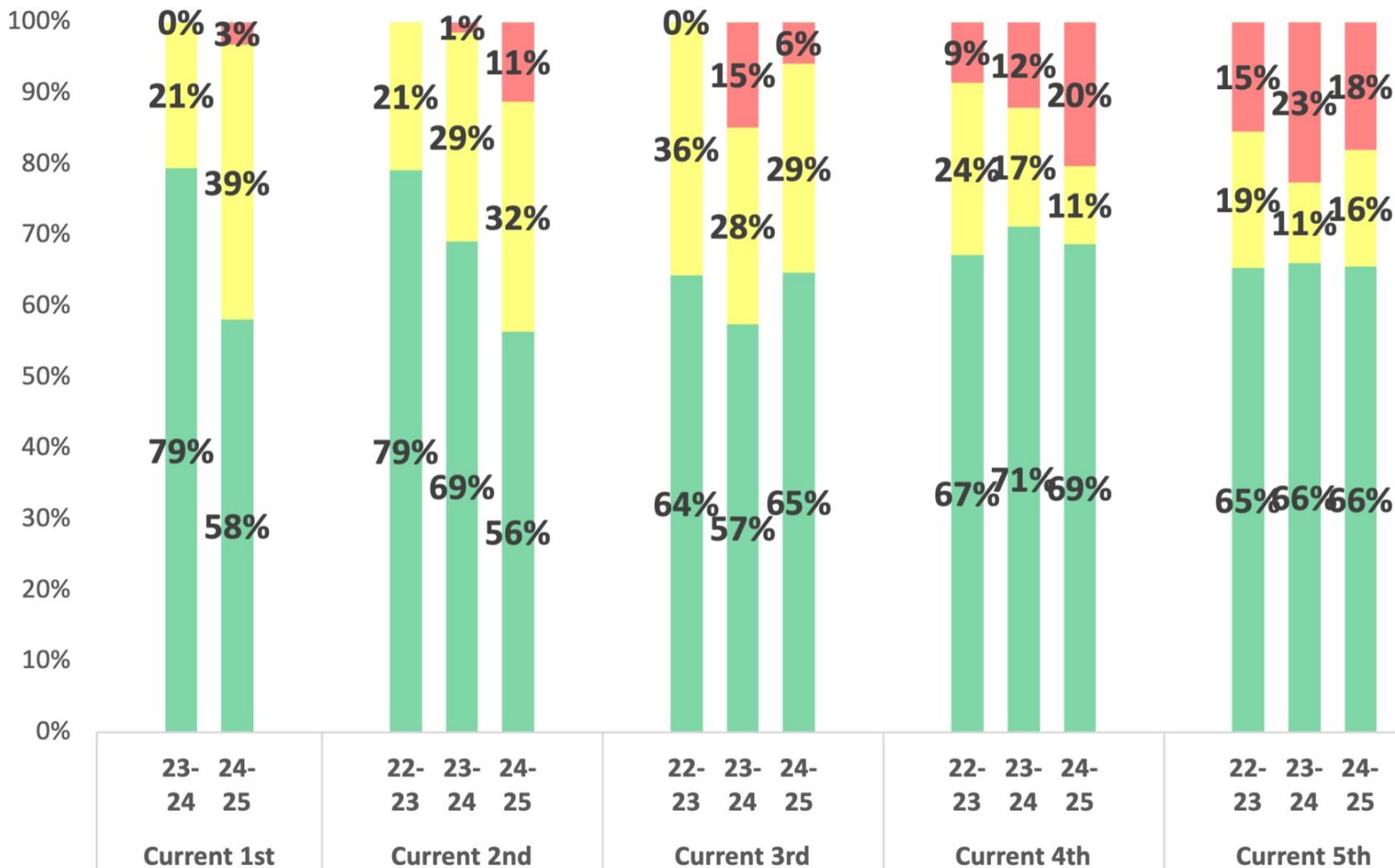
i-Ready Math--Theuerkauf (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3

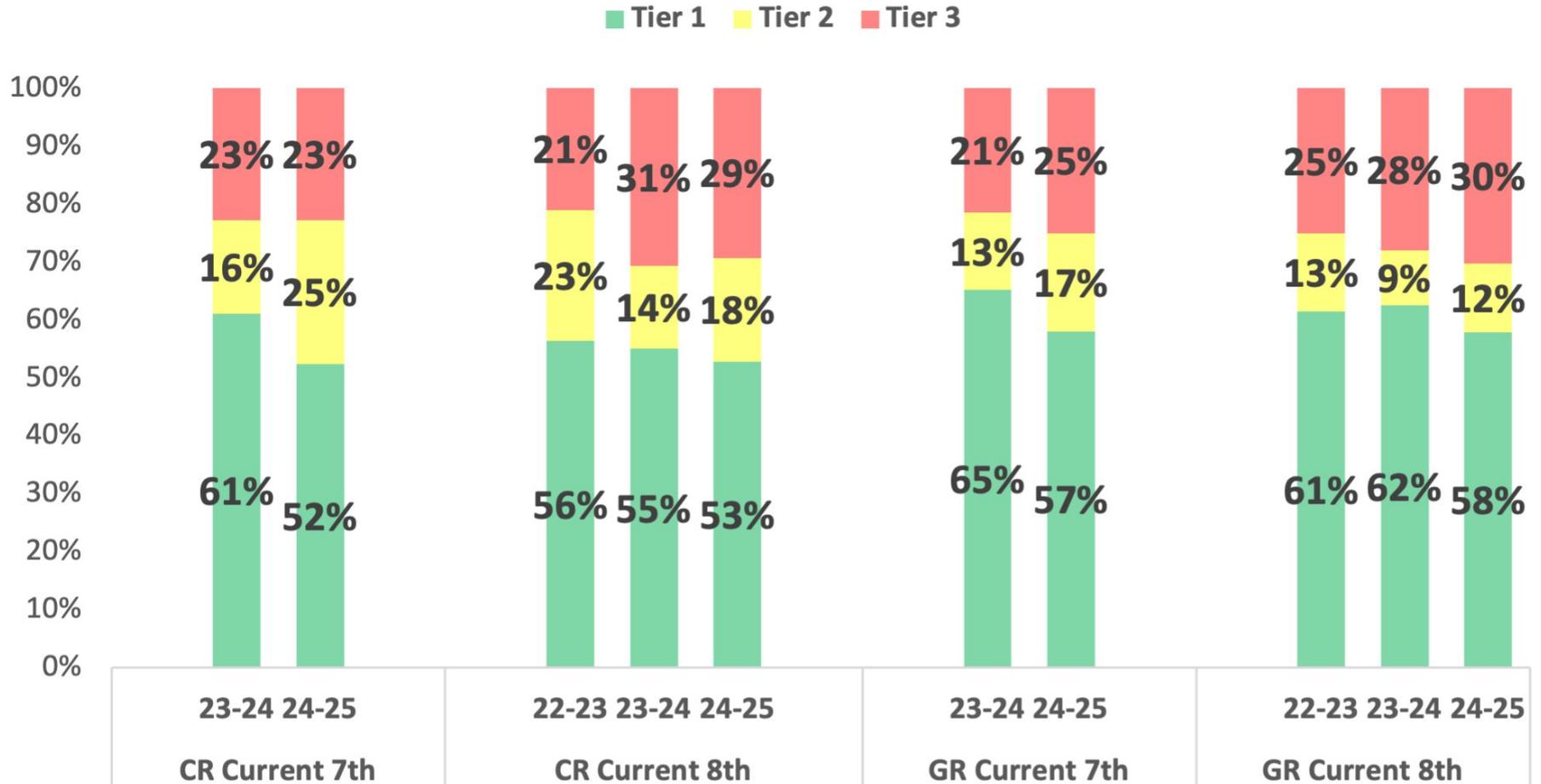


i-Ready Math--Vargas (D3 Cohort Comparison)

Tier 1 Tier 2 Tier 3

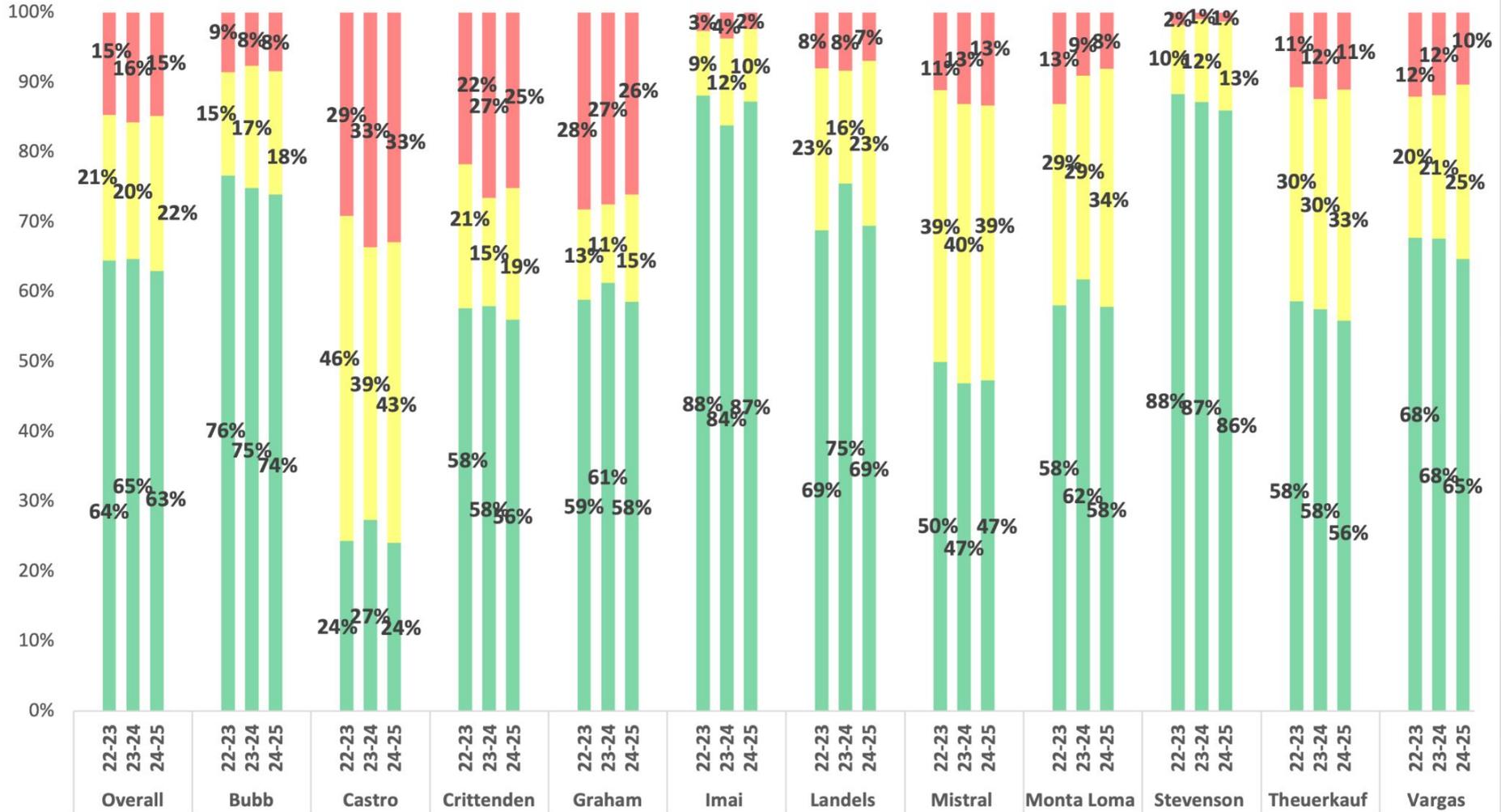


i-Ready Math-Middle School (D3 Cohort Comparison)

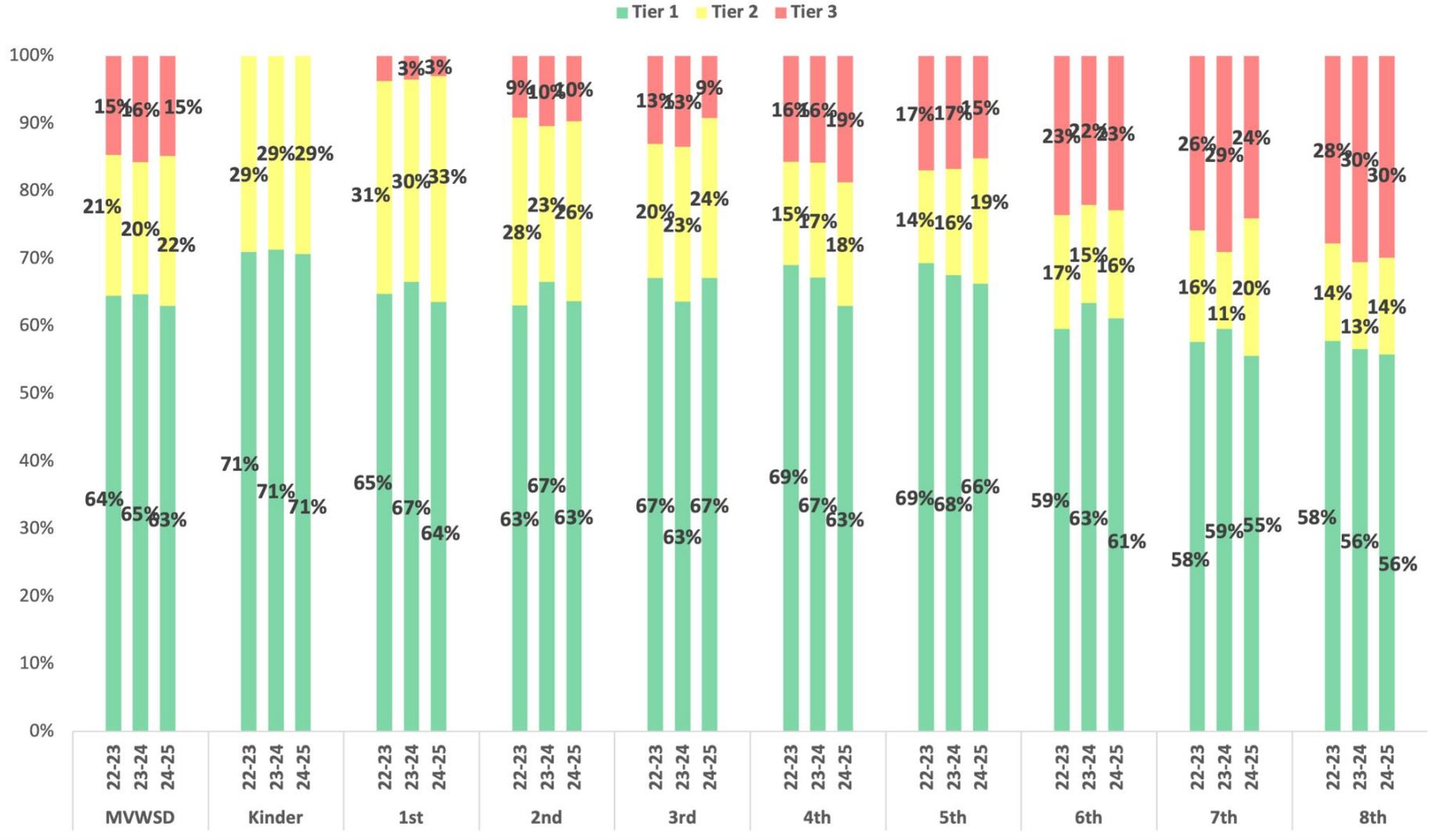


i-Ready Math by Site (D3 Year to Year)

Tier 1 Tier 2 Tier 3

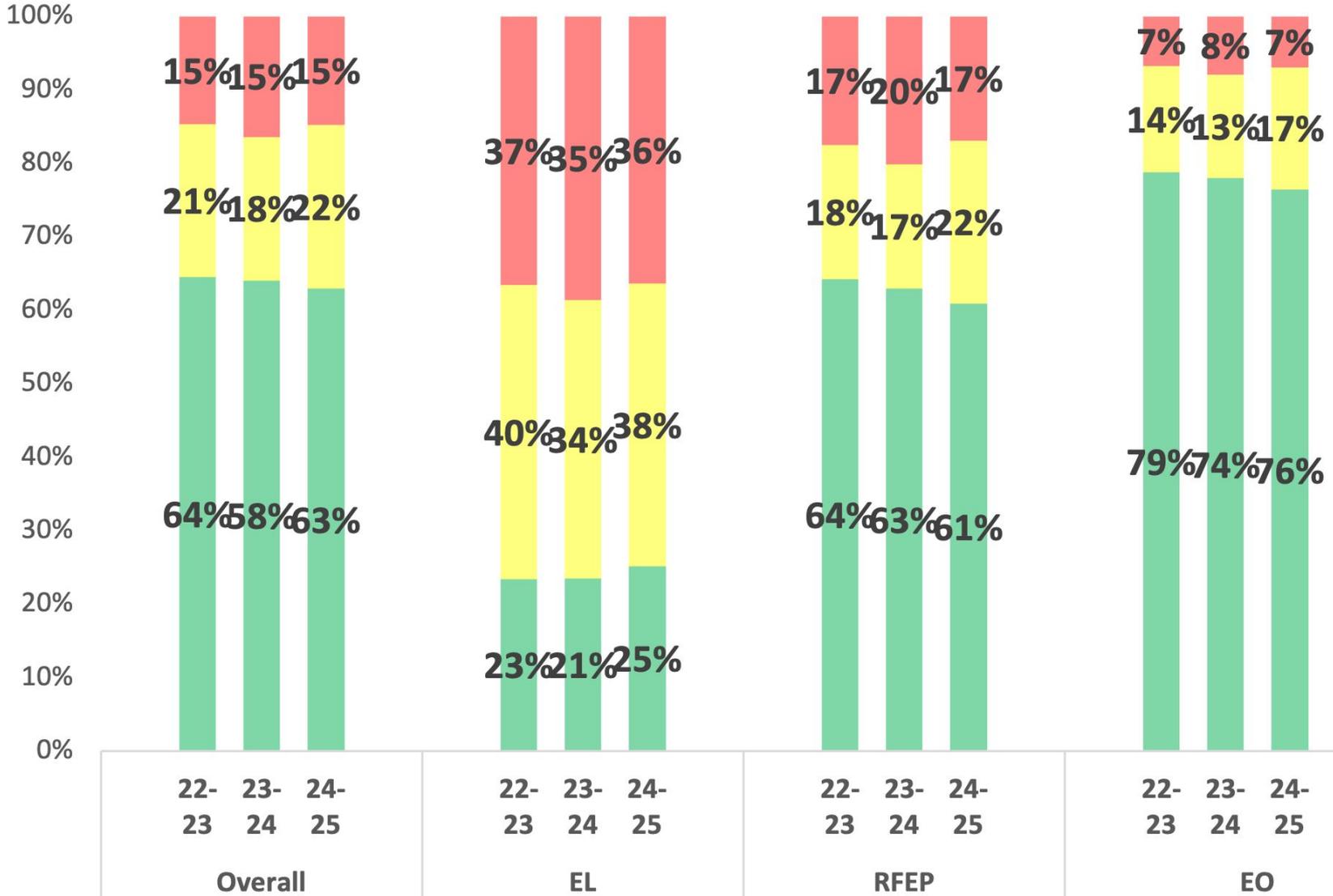


i-Ready Math by Grade Level (D3 Year to Year)



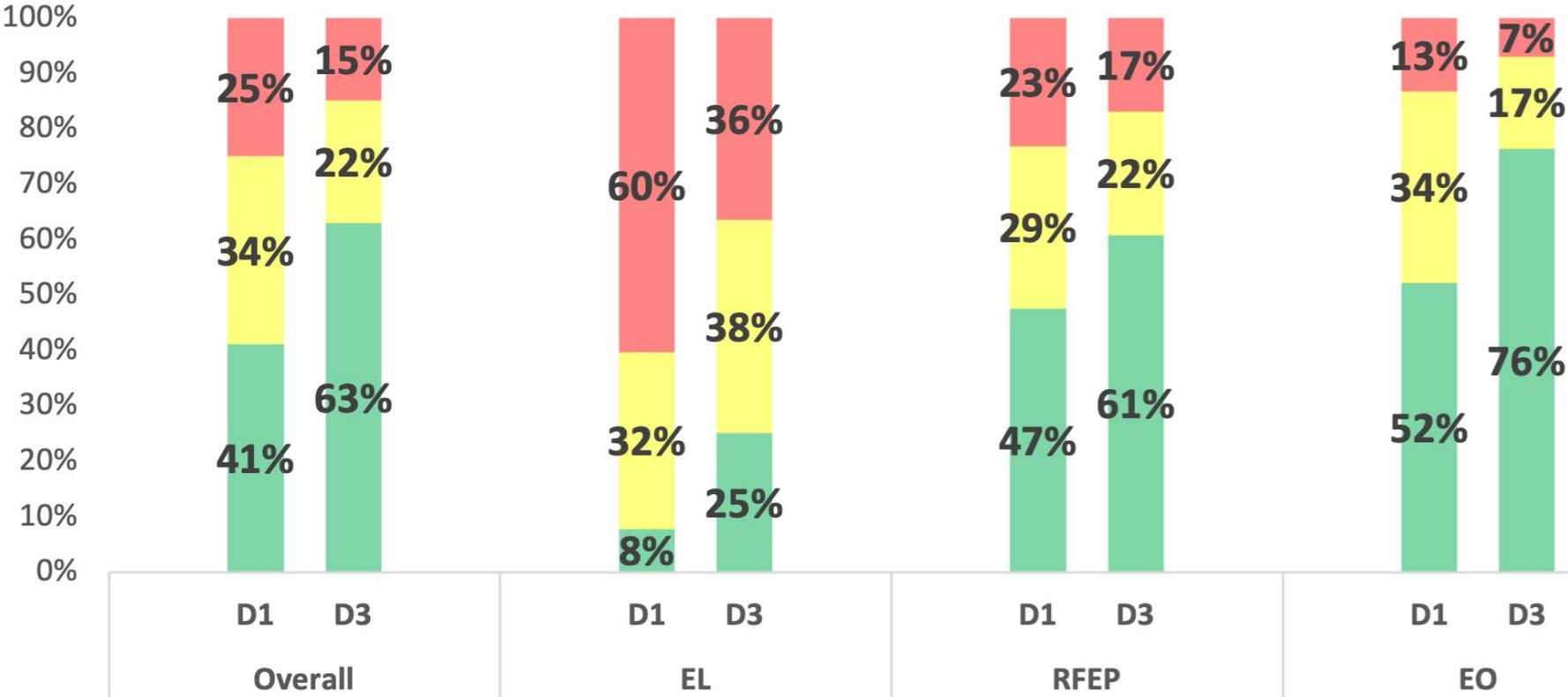
i-Ready Math by EL Status (Year to Year)

Tier 1 Tier 2 Tier 3



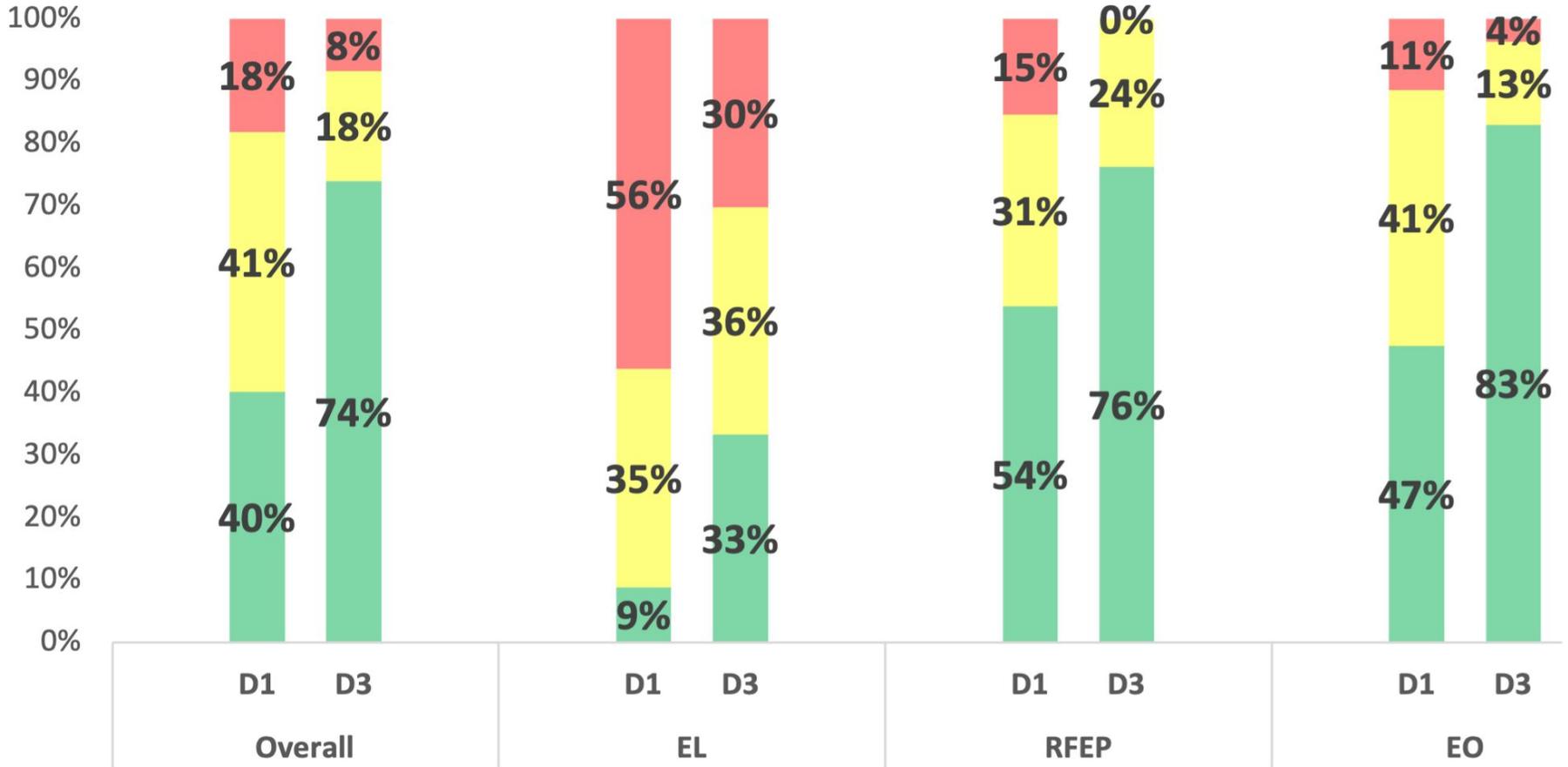
i-Ready Math by EL Status (D1 to D3)

Tier 1 Tier 2 Tier 3



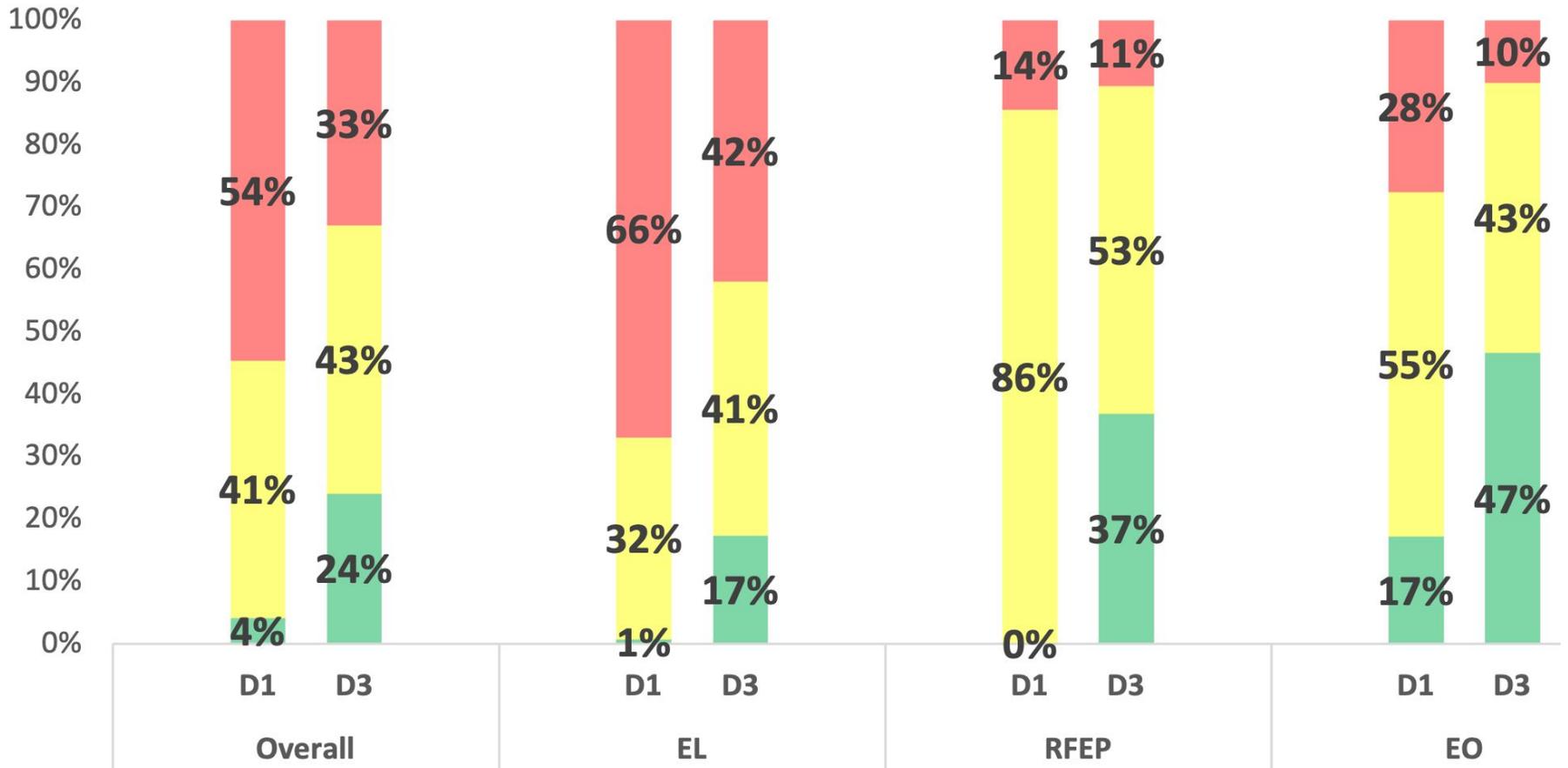
i-Ready Math by EL Status--Bubb (D1 to D3)

Tier 1 Tier 2 Tier 3



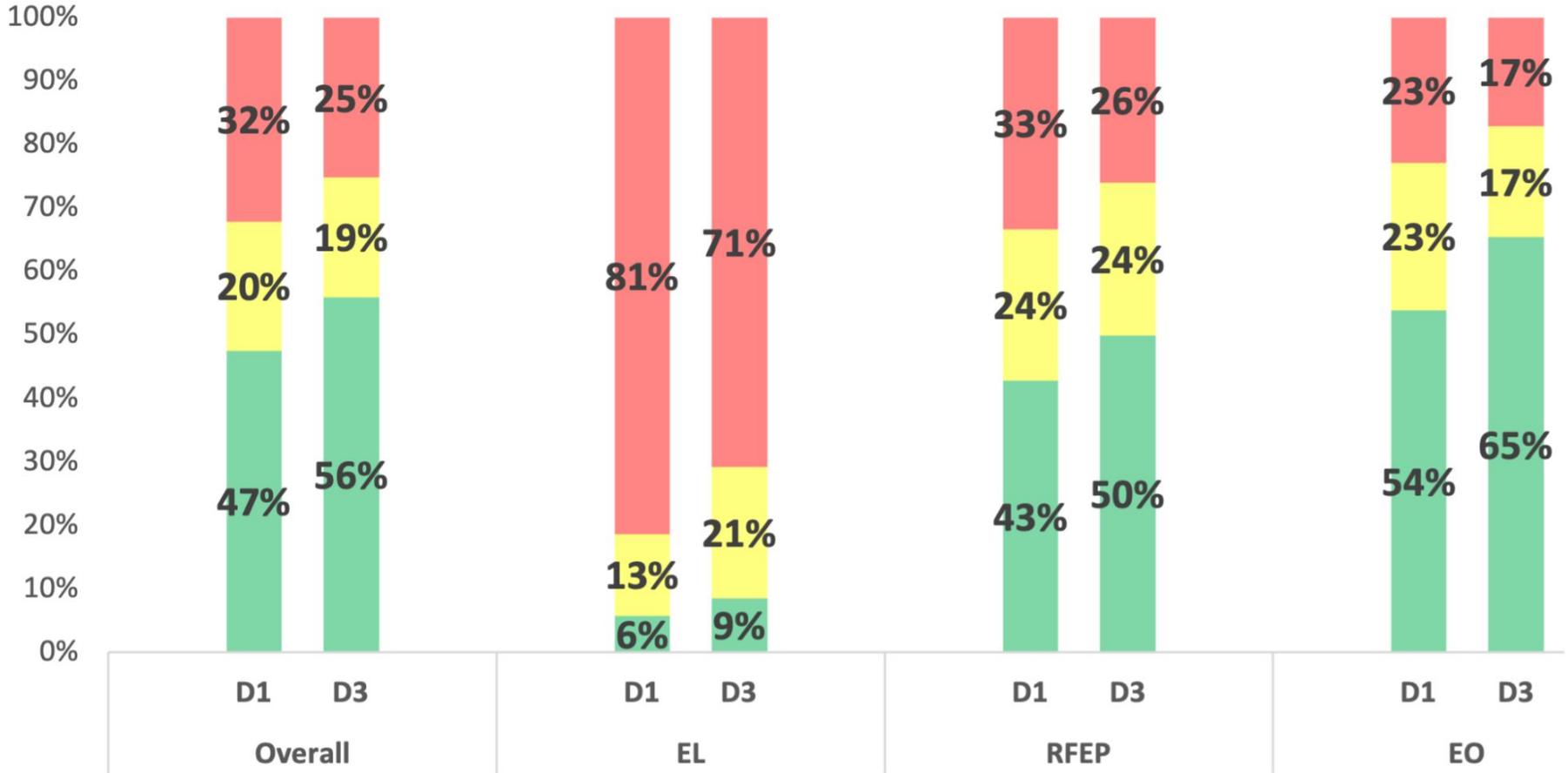
i-Ready Math by EL Status--Castro (D1 to D3)

Tier 1 Tier 2 Tier 3



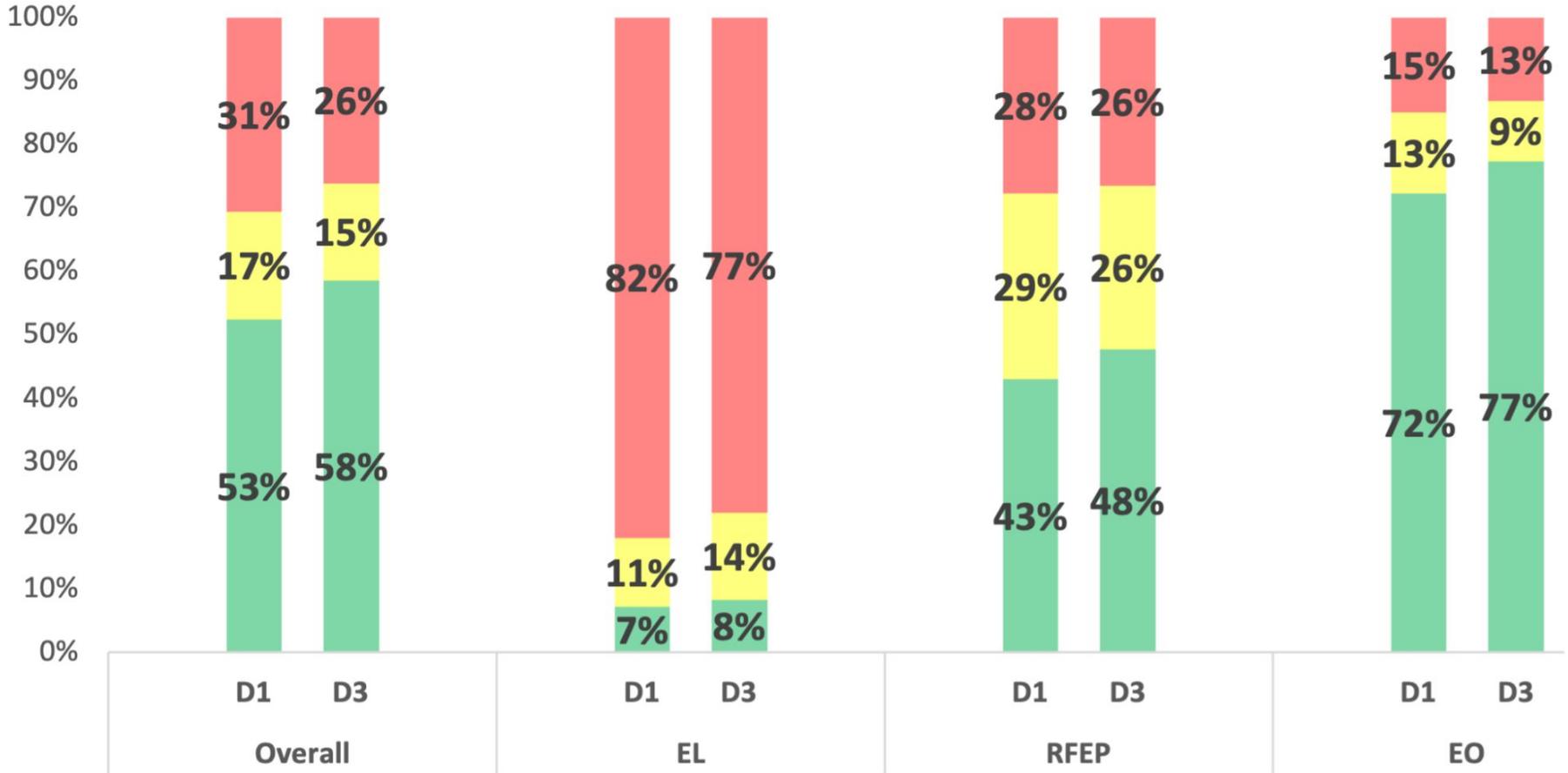
i-Ready Math by EL Status--Crittenden (D1 to D3)

Tier 1 Tier 2 Tier 3

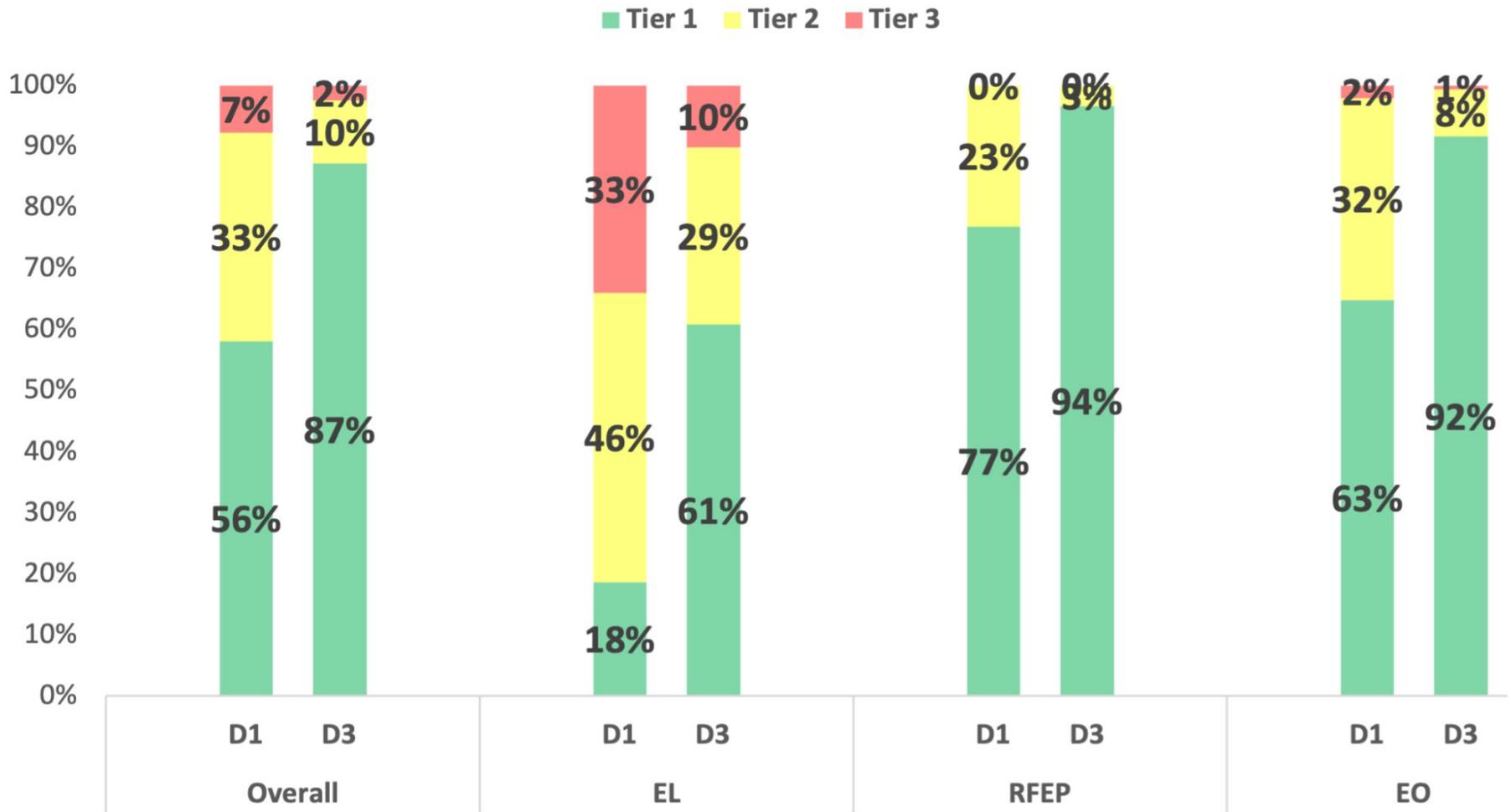


i-Ready Math by EL Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3

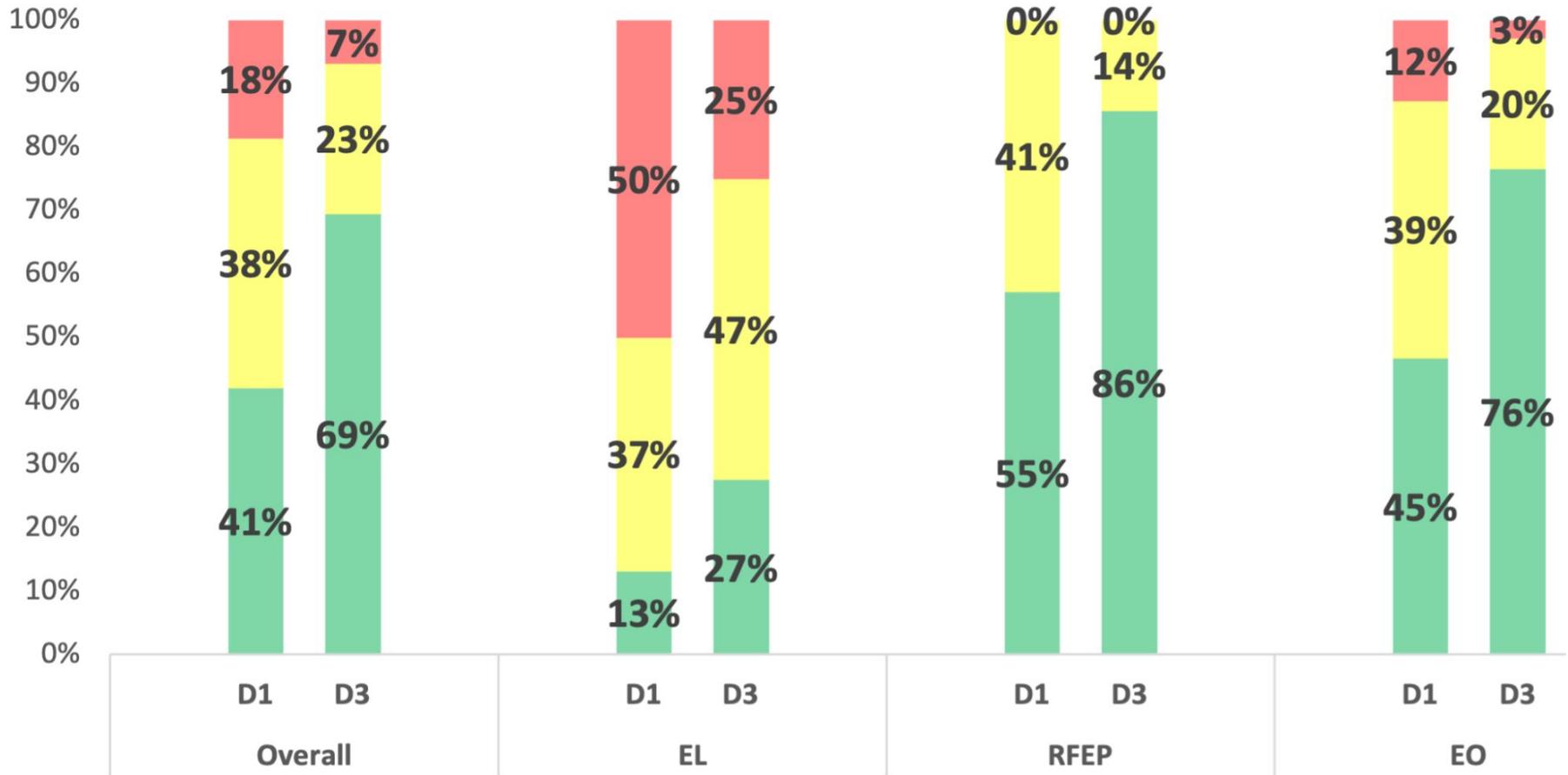


i-Ready Math by EL Status--Imai (D1 to D3)

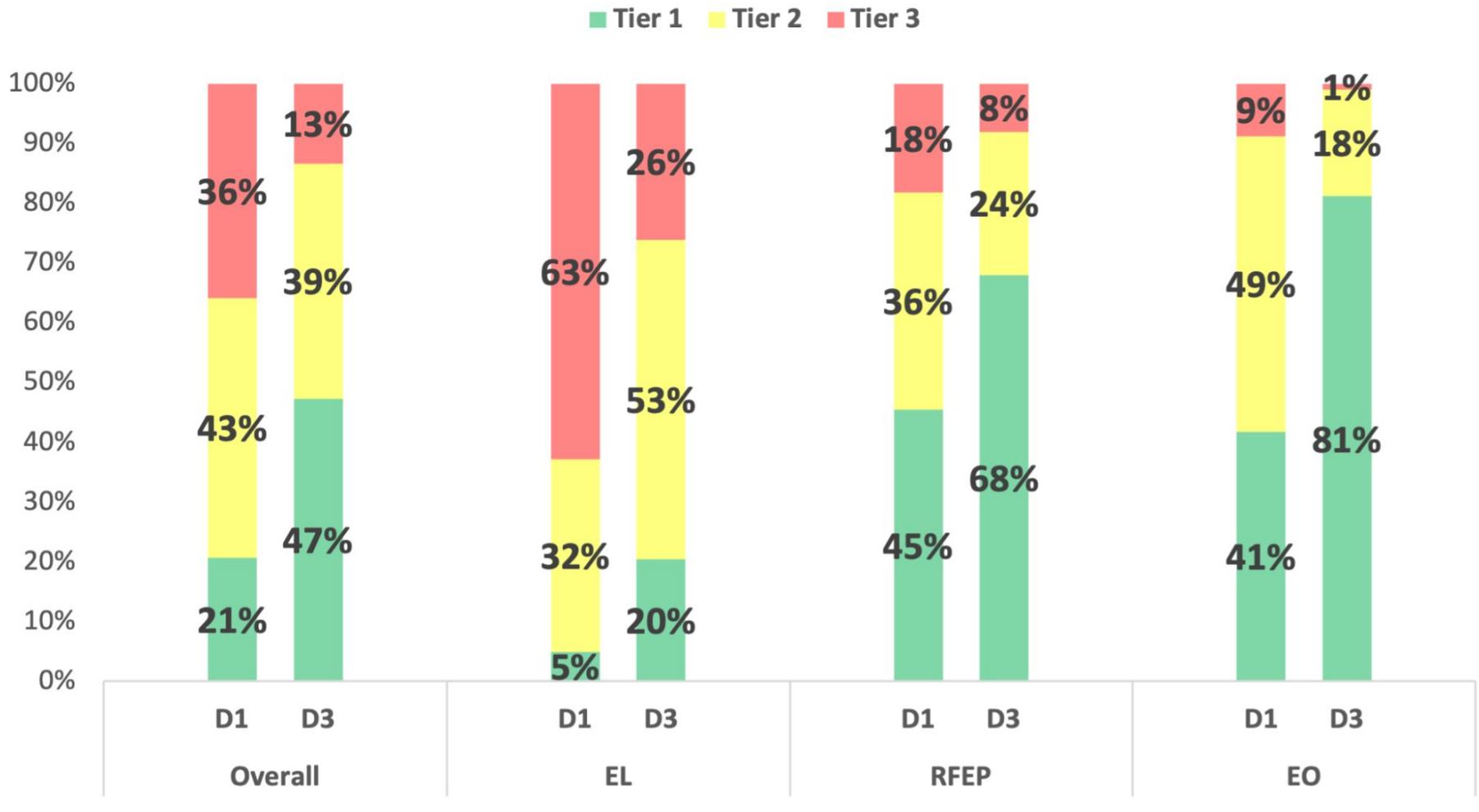


i-Ready Math by EL Status--Landels (D1 to D3)

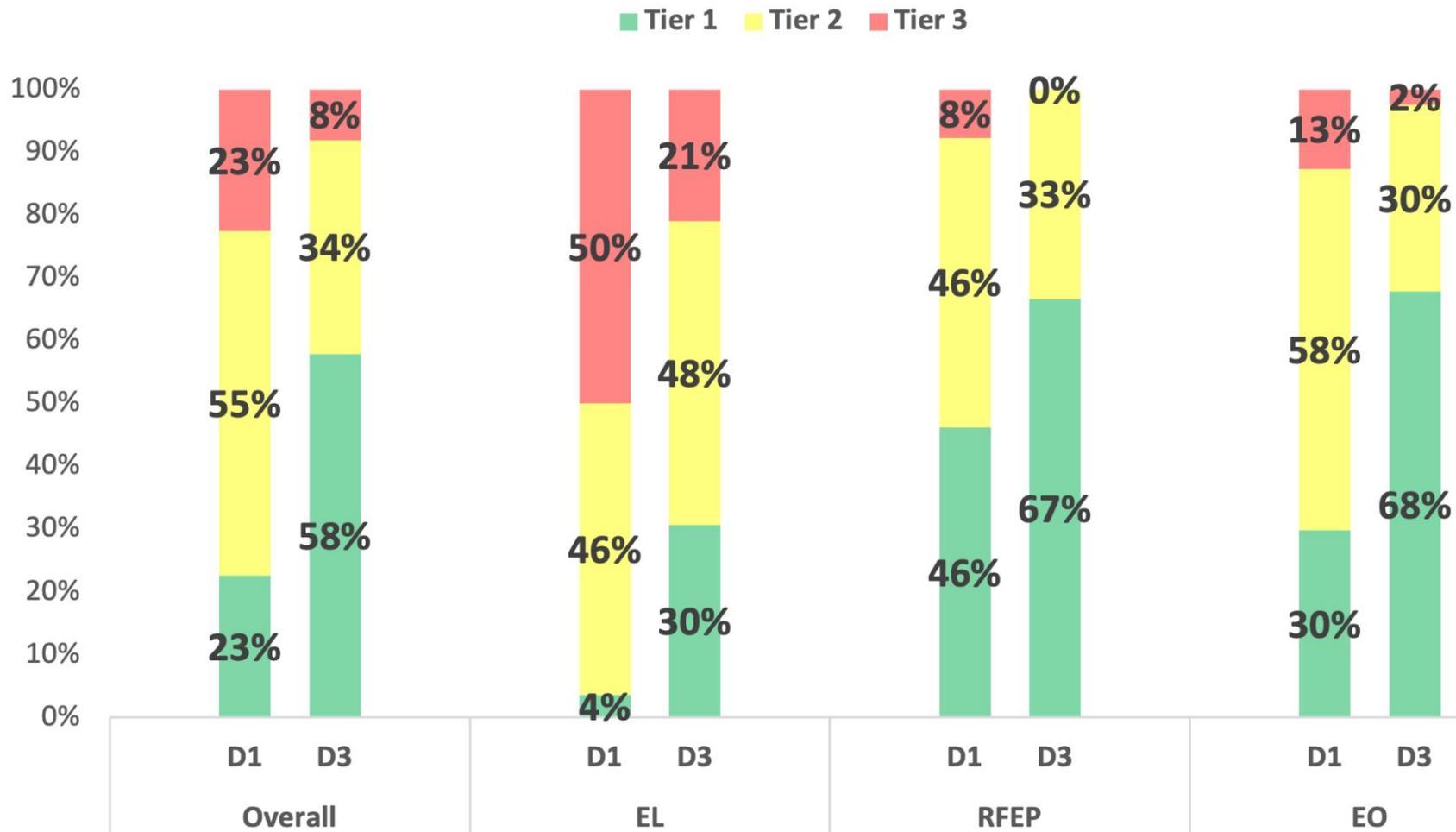
Tier 1 Tier 2 Tier 3



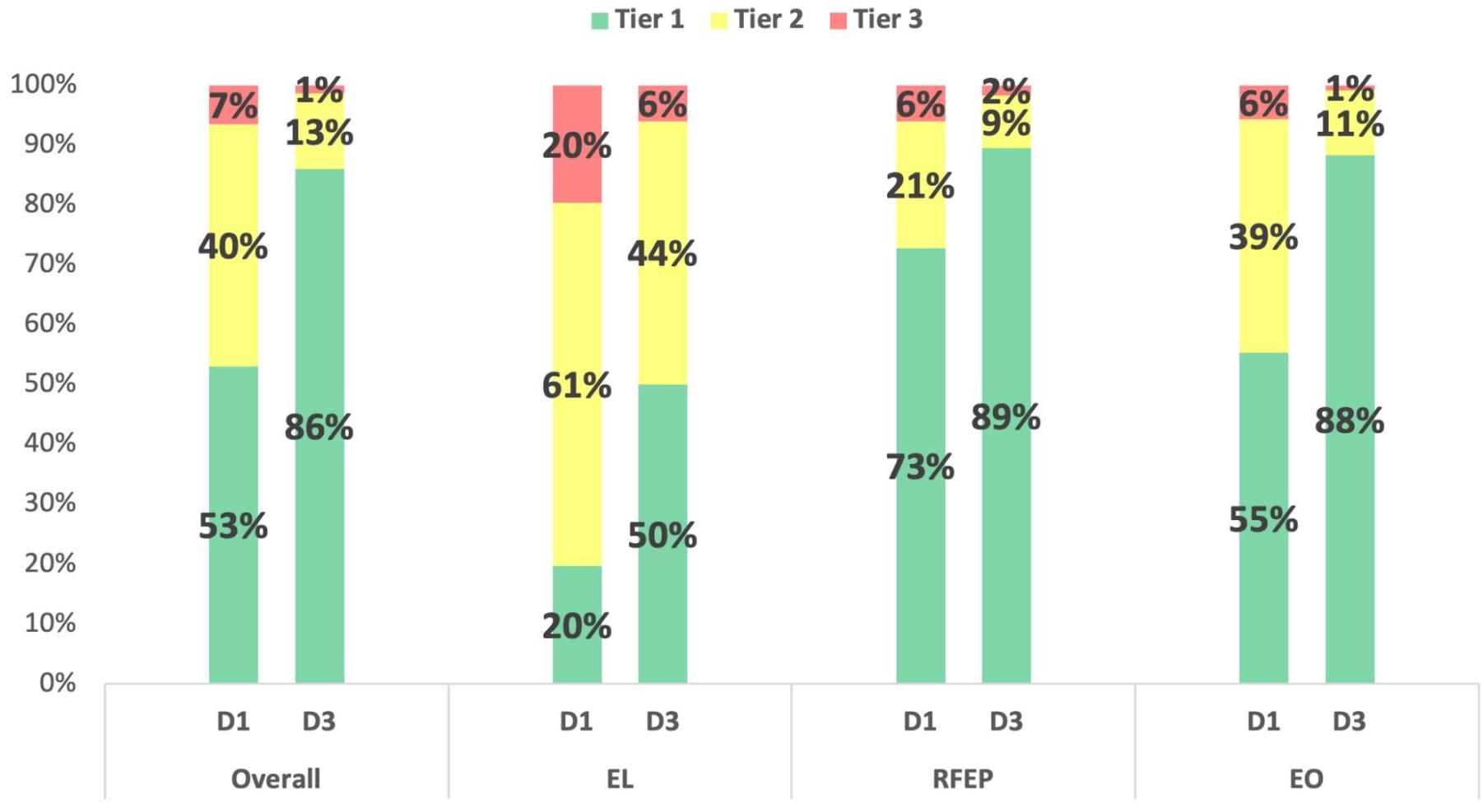
i-Ready Math by EL Status--Mistral (D1 to D3)



i-Ready Math by EL Status--Monta Loma (D1 to D3)

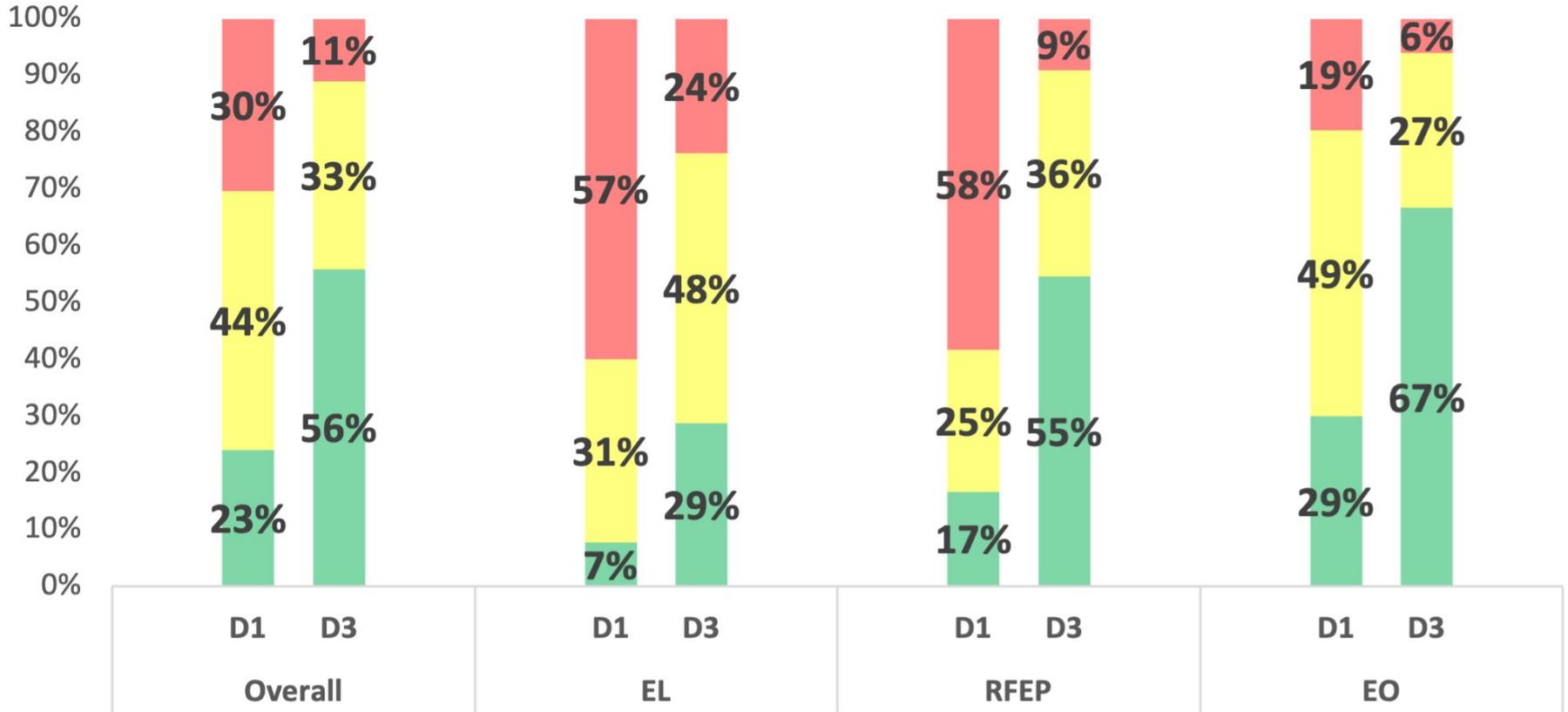


i-Ready Math by EL Status--Stevenson (D1 to D3)



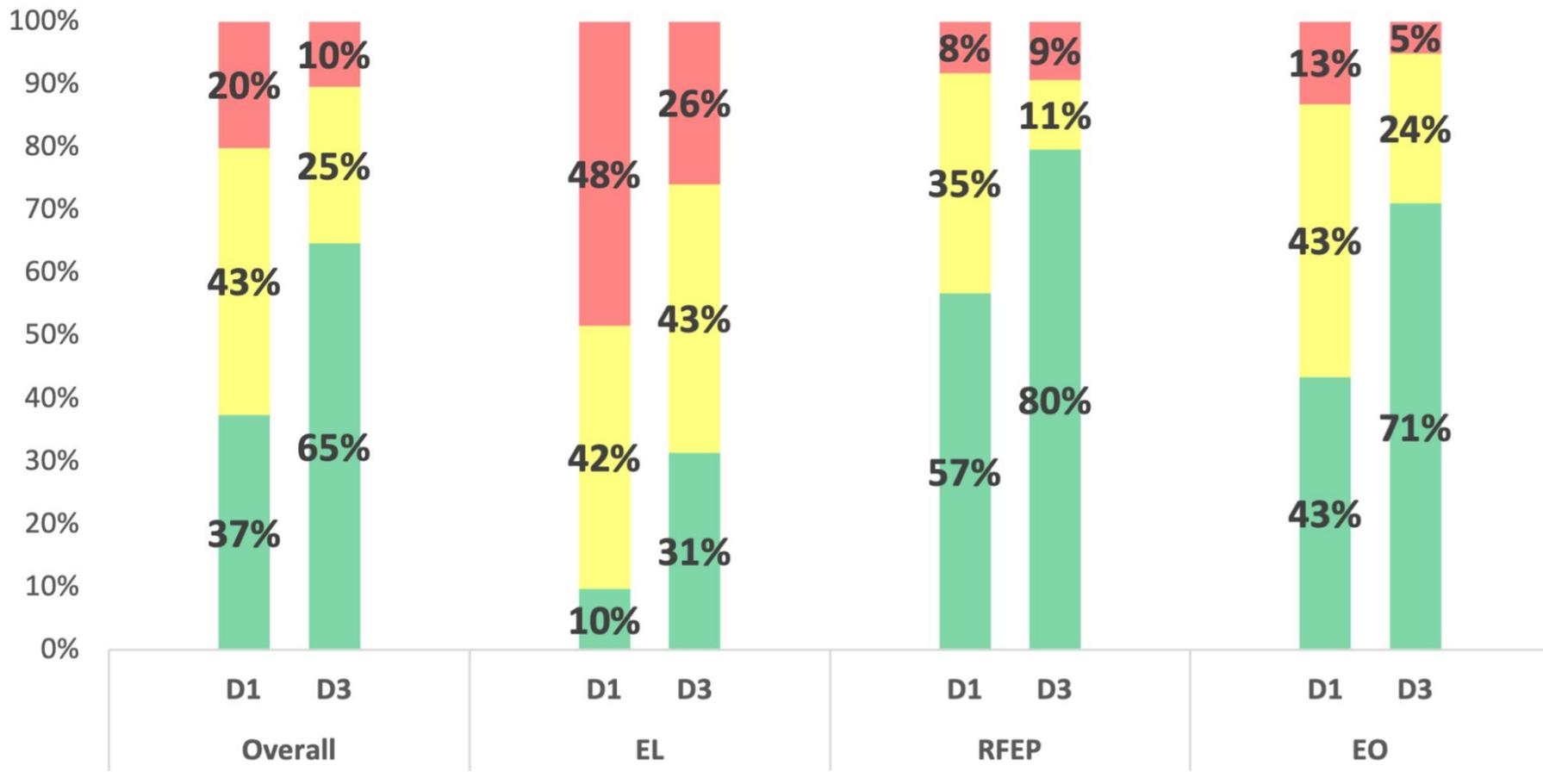
i-Ready Math by EL Status--Theuerkauf (D1 to D3)

Tier 1 Tier 2 Tier 3



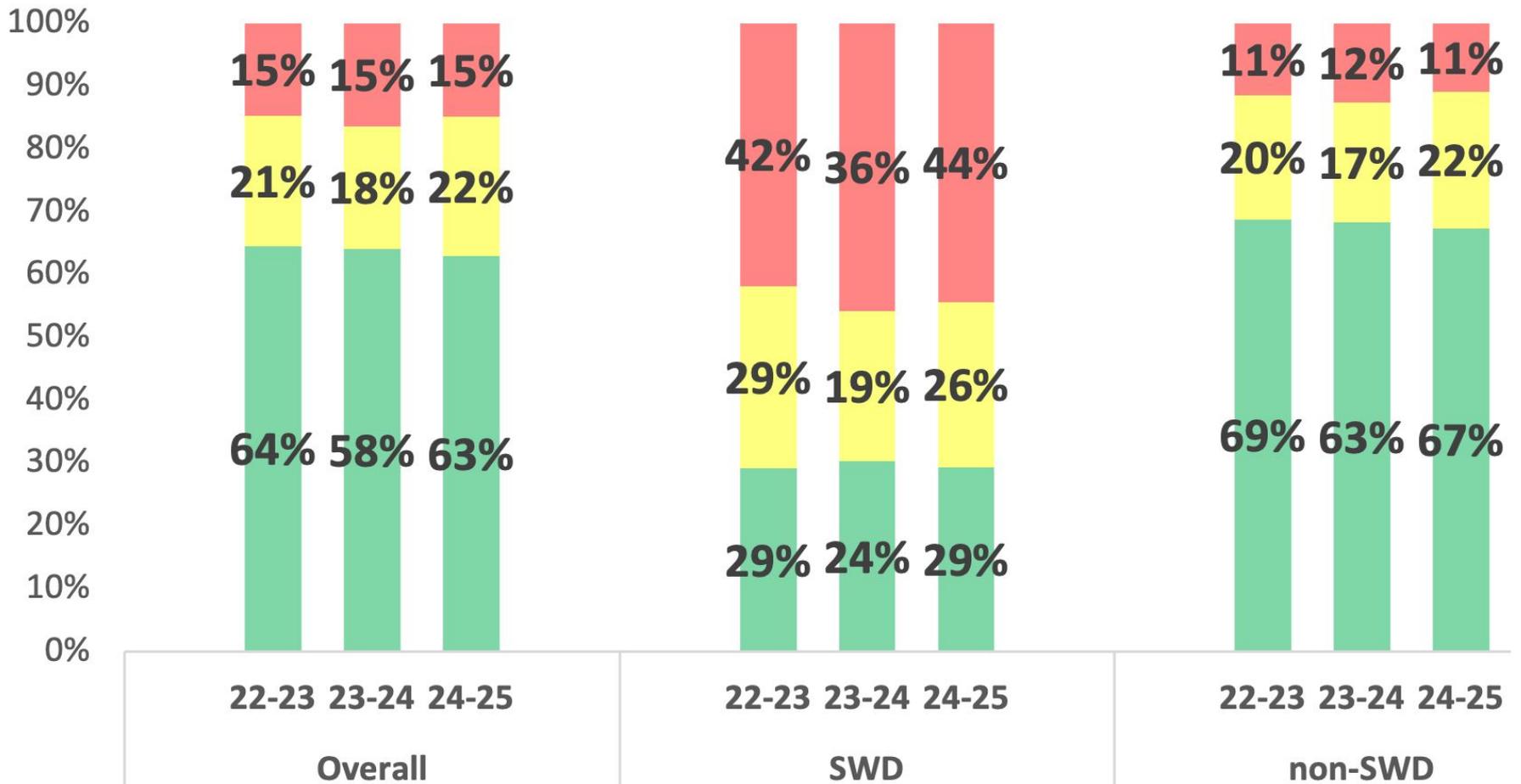
i-Ready Math by EL Status--Vargas (D1 to D3)

Tier 1 Tier 2 Tier 3



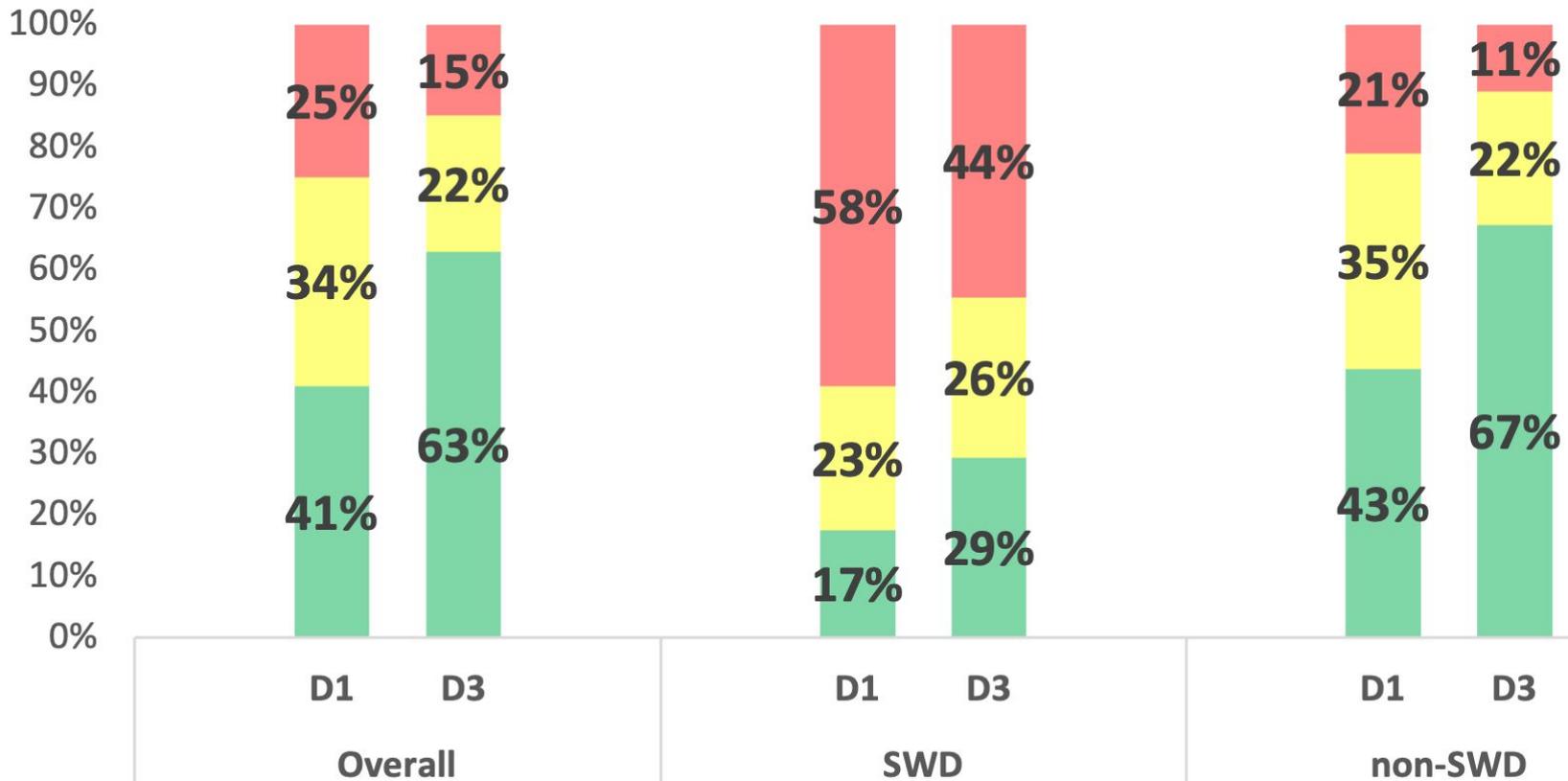
i-Ready Math by Disability Status (Year to Year)

Tier 1 Tier 2 Tier 3



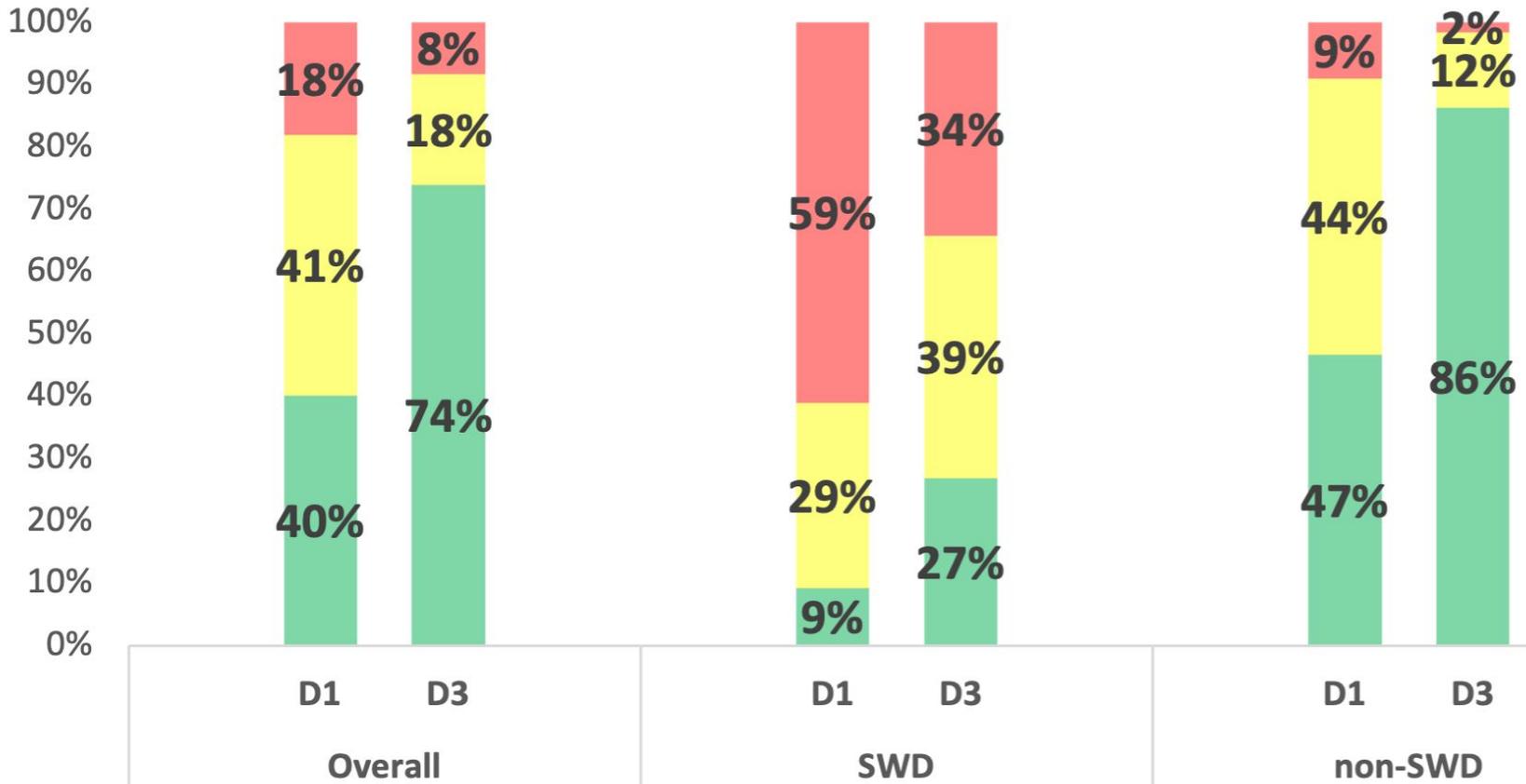
i-Ready Math by Disability Status (D1 to D3)

Tier 1 Tier 2 Tier 3



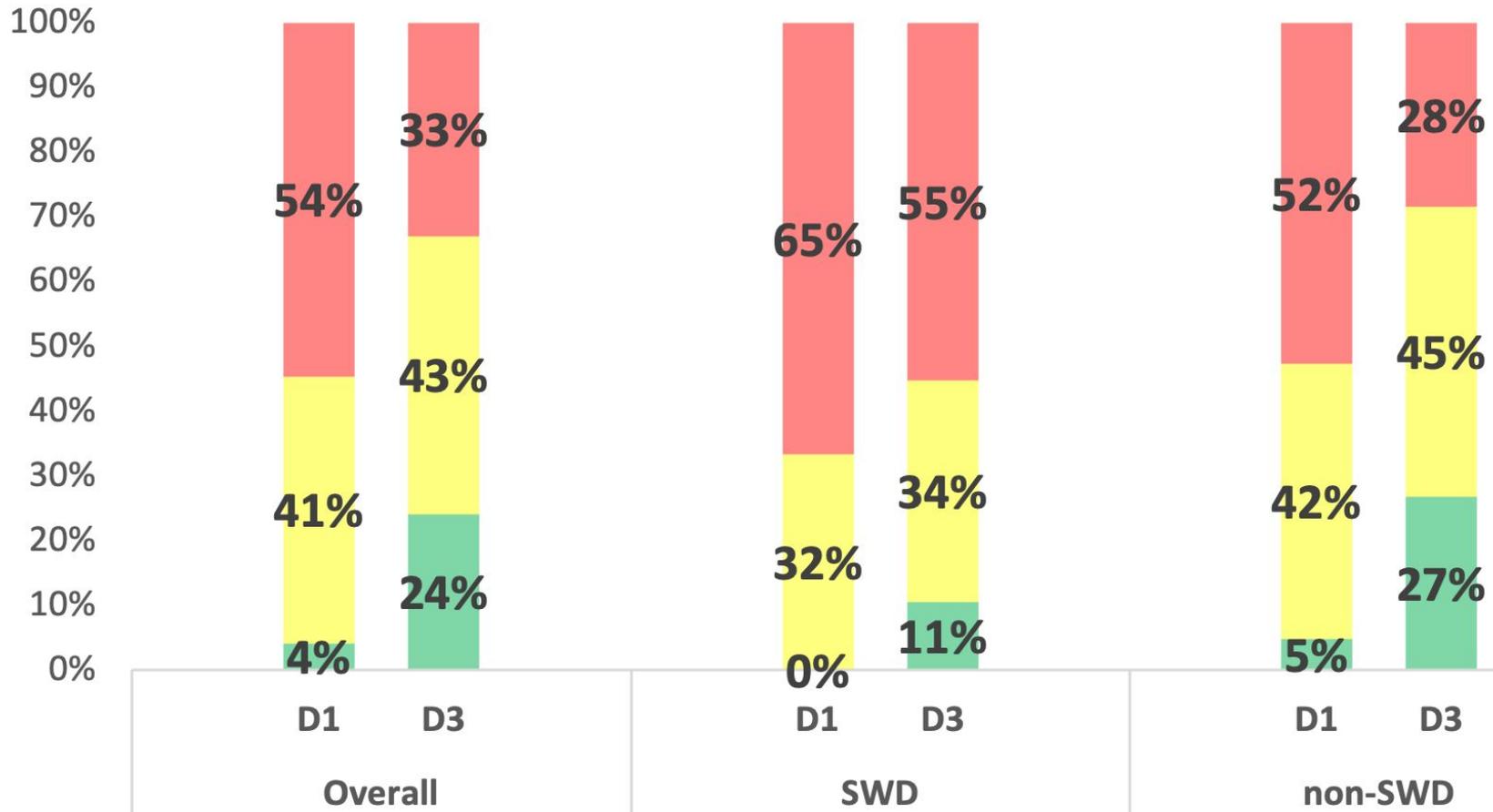
i-Ready Math by Disability Status--Bubb (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Math by SWD Status--Castro (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Math by SWD Status--Crittenden (D1 to D3)

Tier 1 Tier 2 Tier 3



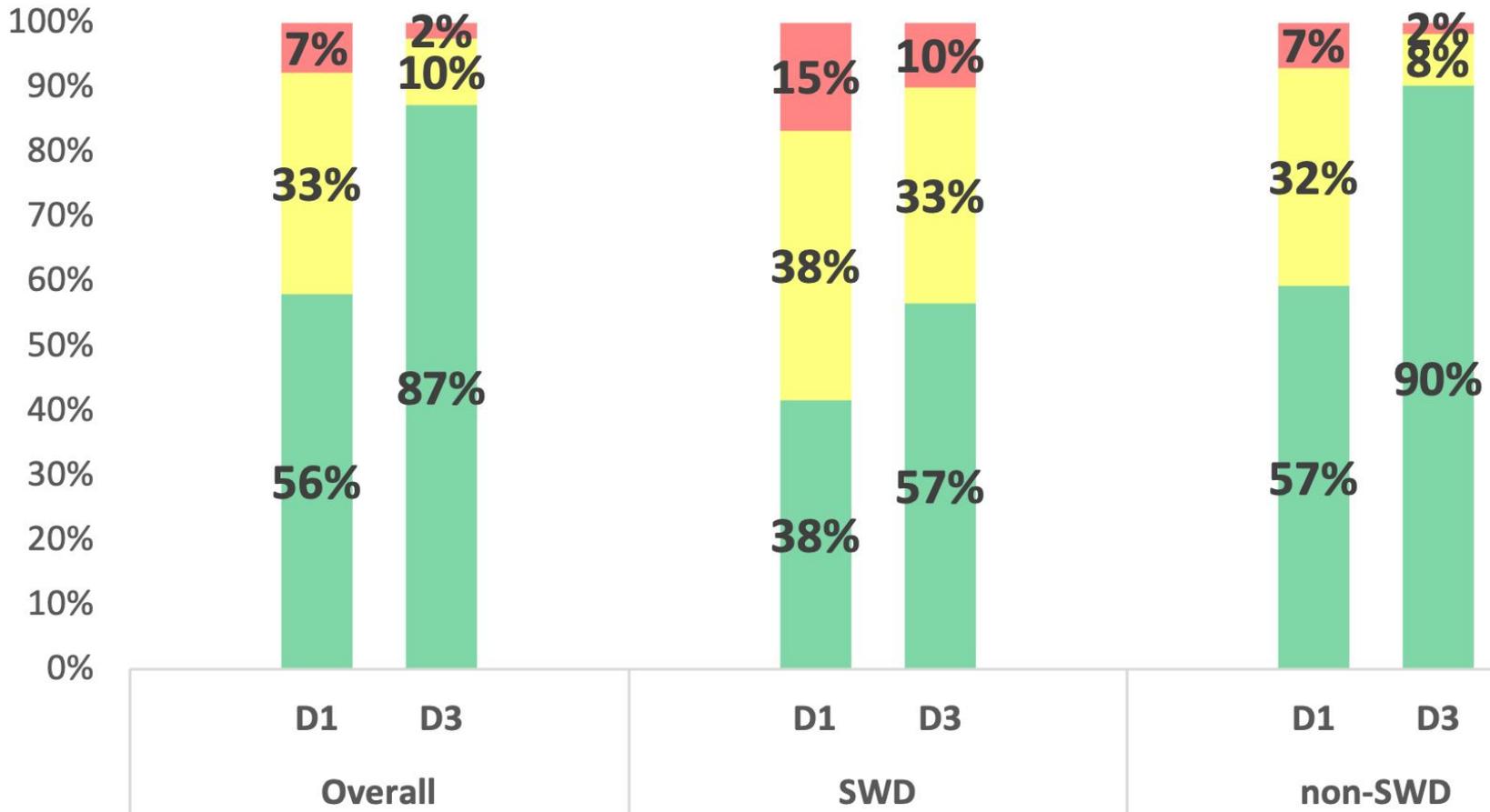
i-Ready Math by SWD Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3



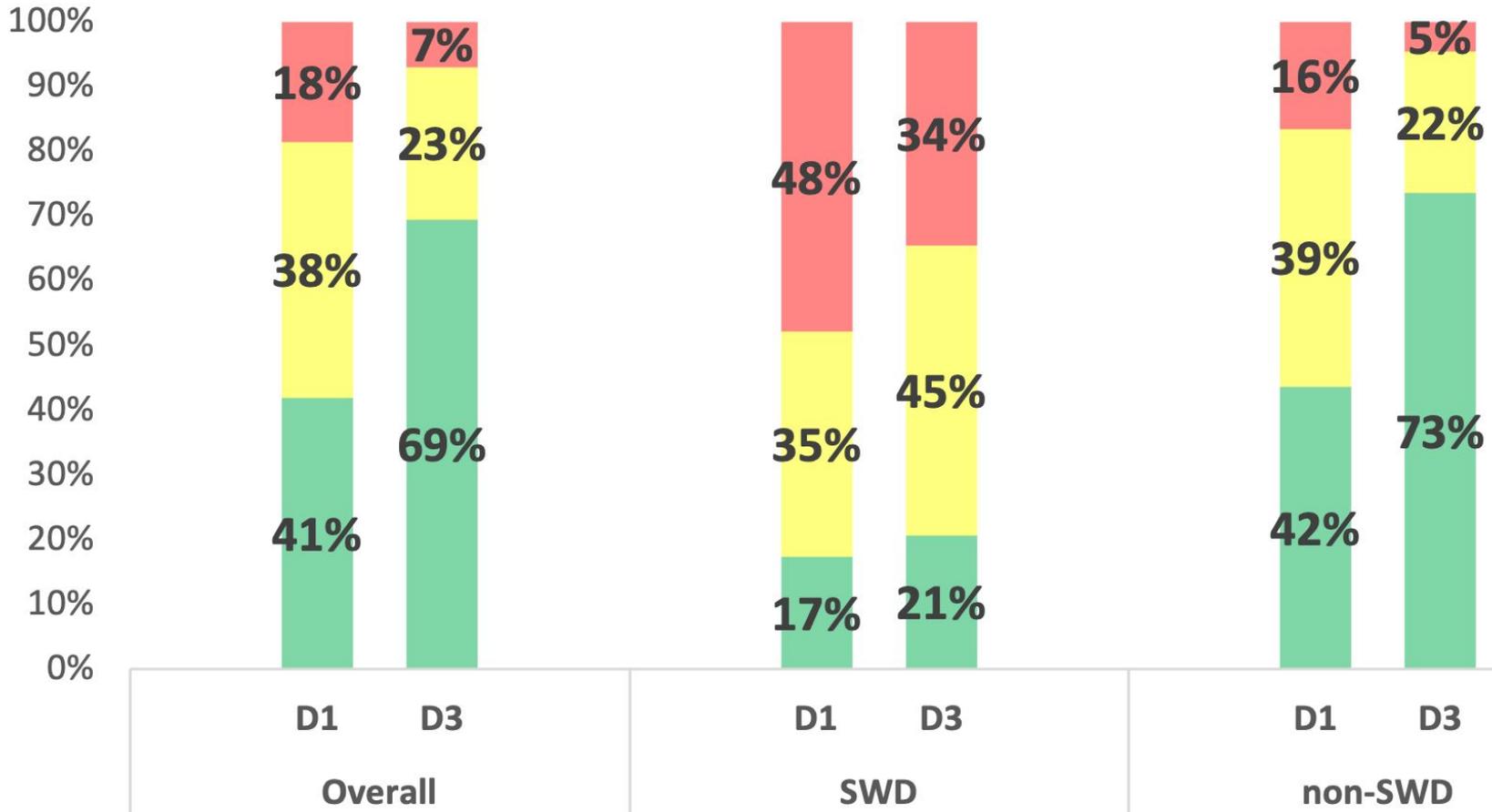
i-Ready Math by SWD Status--Imai (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



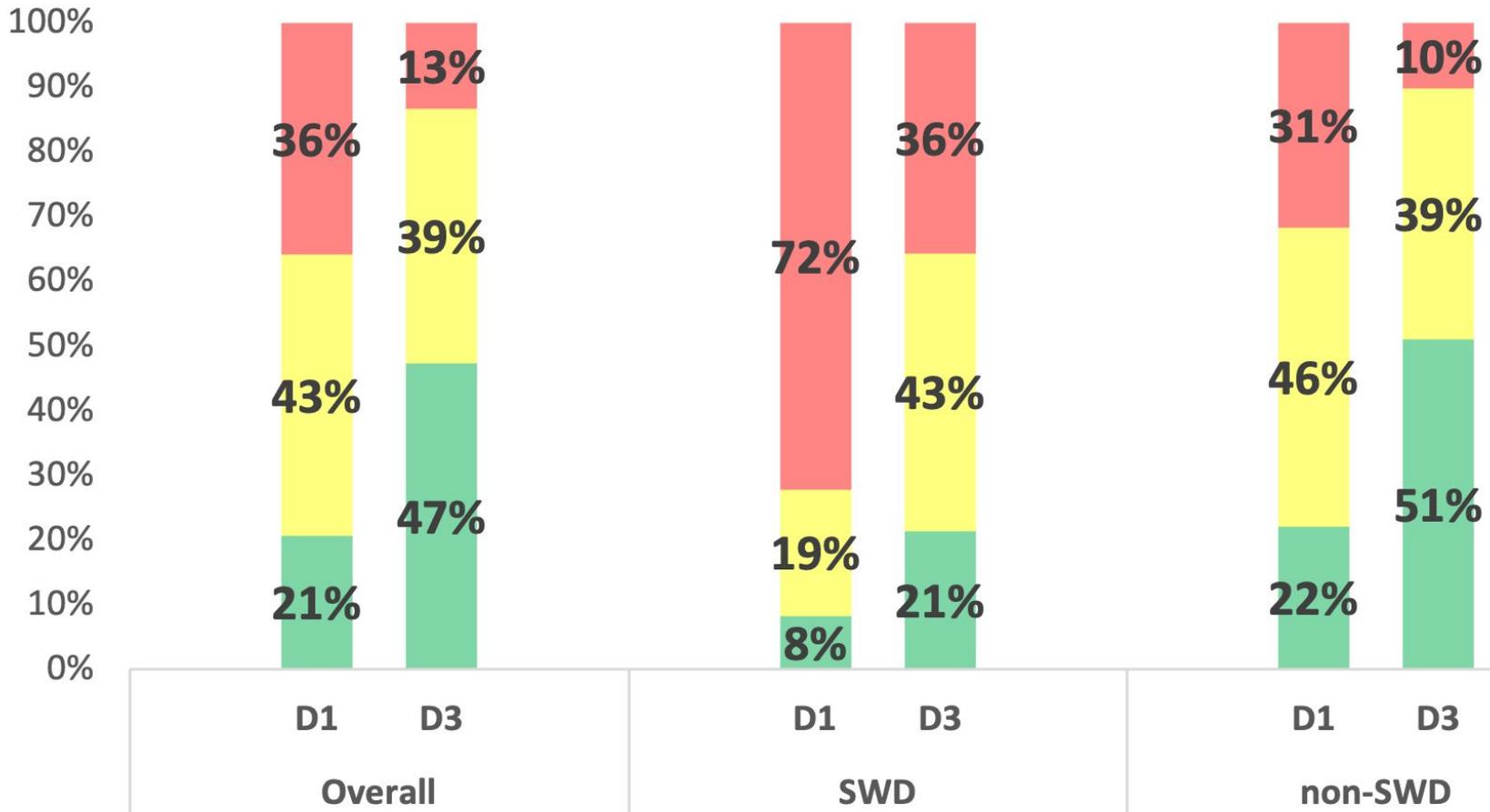
i-Ready Math by SWD Status--Landels (D1 to D3)

Tier 1 Tier 2 Tier 3



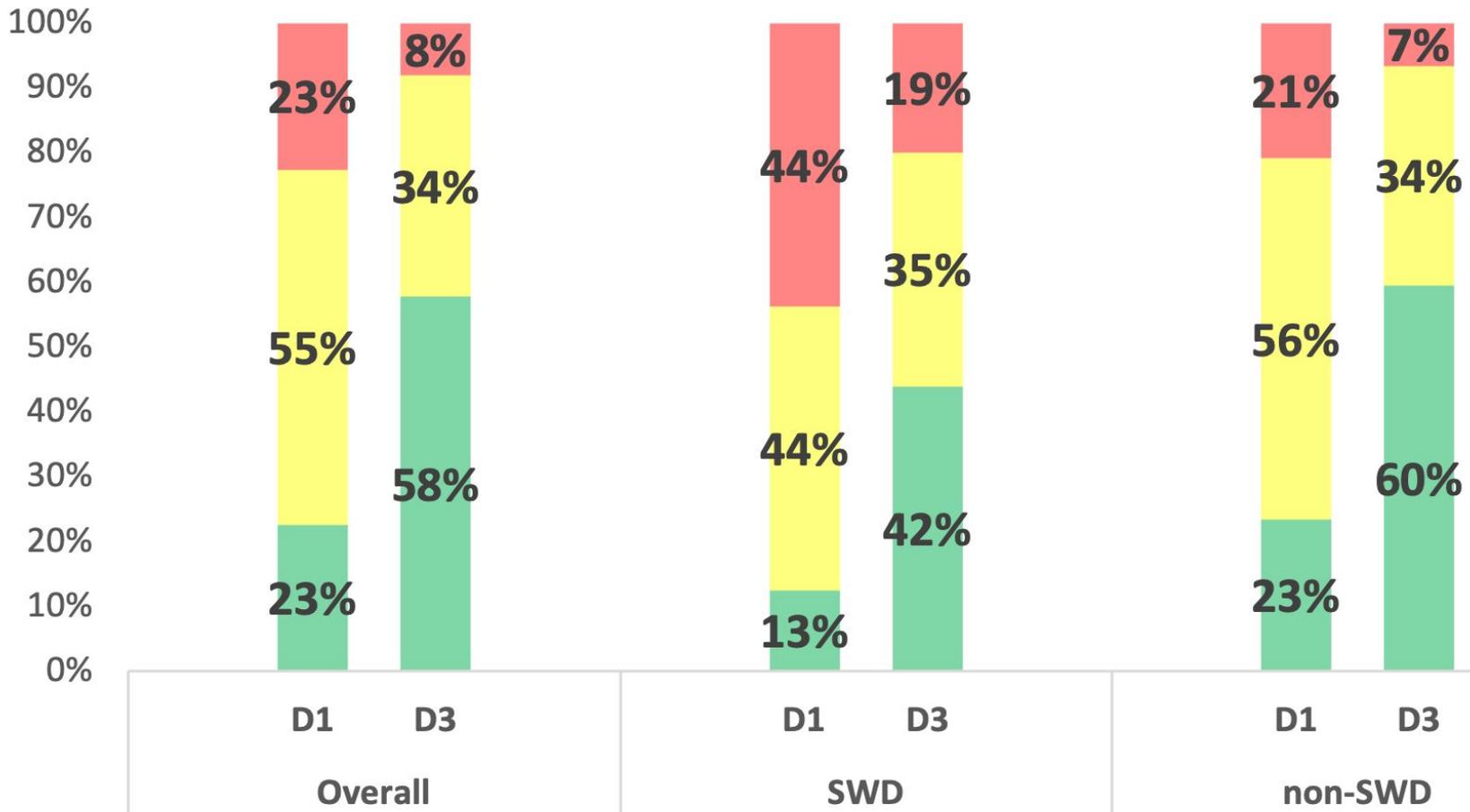
i-Ready Math by SWD Status--Mistral (D1 to D3)

Tier 1 Tier 2 Tier 3



i-Ready Math by SWD Status--Monta Loma (D1 to D3)

Tier 1 Tier 2 Tier 3



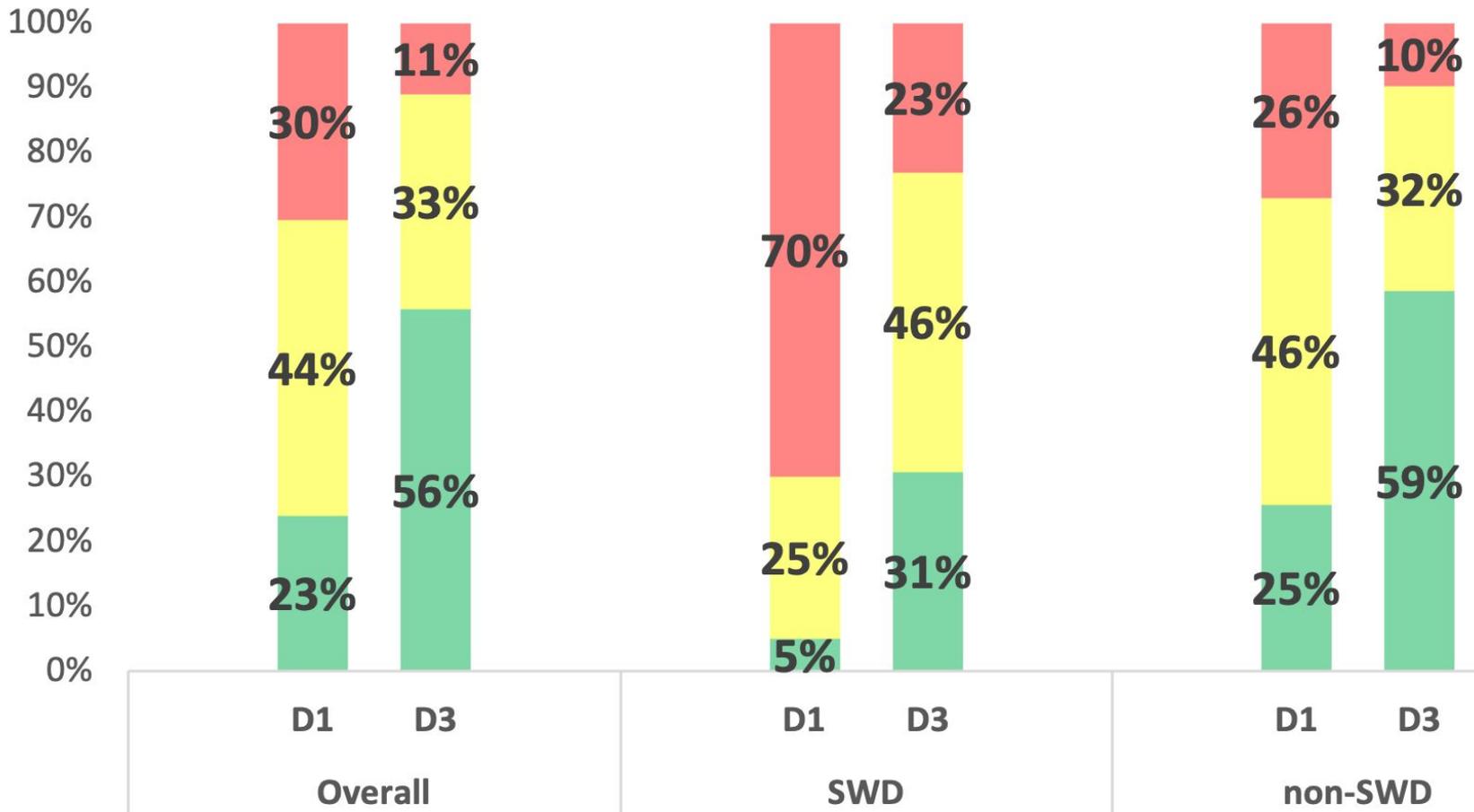
i-Ready Math by SWD Status--Stevenson (D1 to D3)

Tier 1 Tier 2 Tier 3



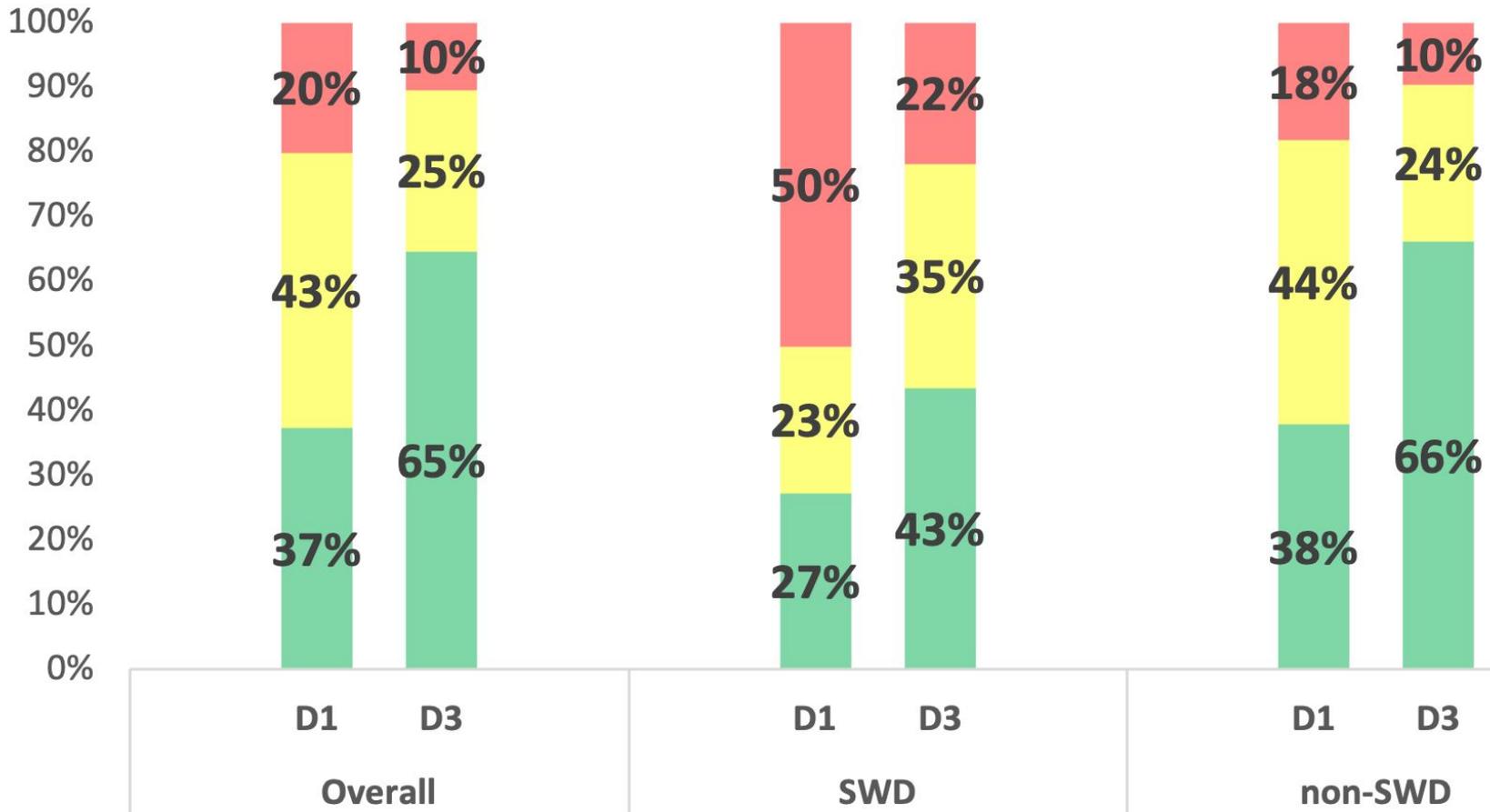
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Tier 1 Tier 2 Tier 3



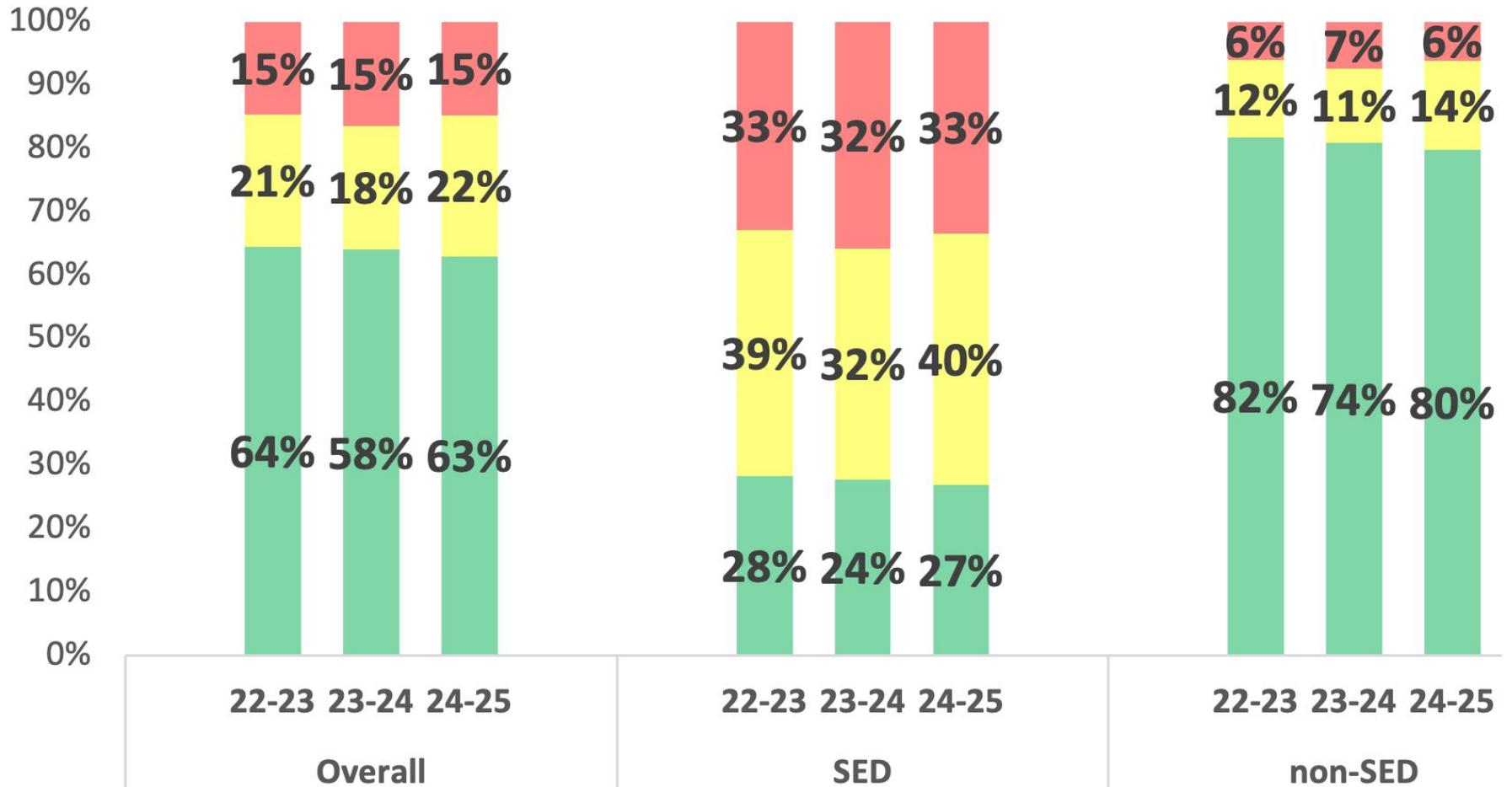
i-Ready Math by SWD Status--Vargas (D1 to D3)

Tier 1 Tier 2 Tier 3



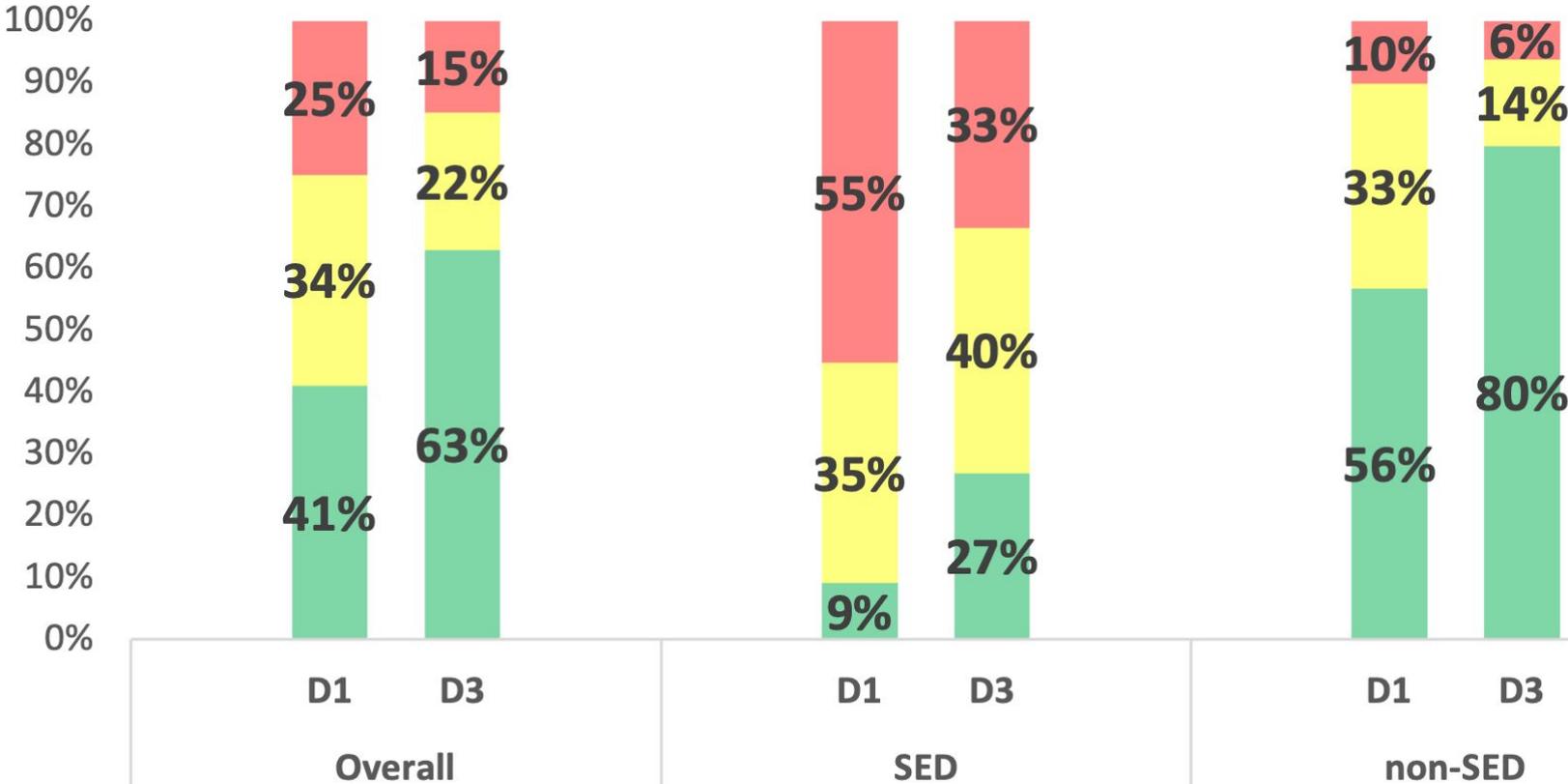
i-Ready Math by Socioeconomic Status (Year to Year)

Tier 1 Tier 2 Tier 3



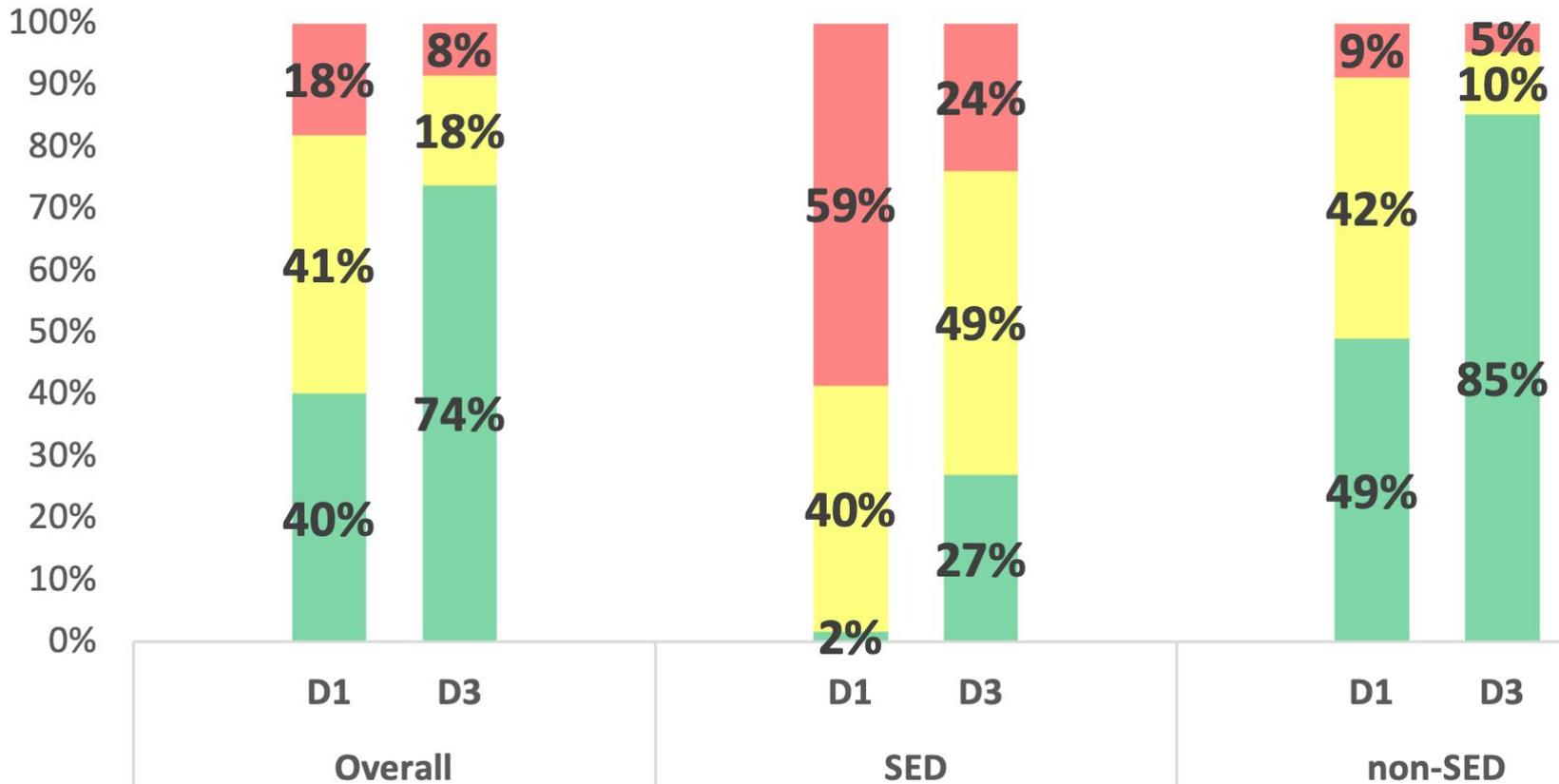
i-Ready Math by Socioeconomic Status (D1 to D3)

Tier 1 Tier 2 Tier 3



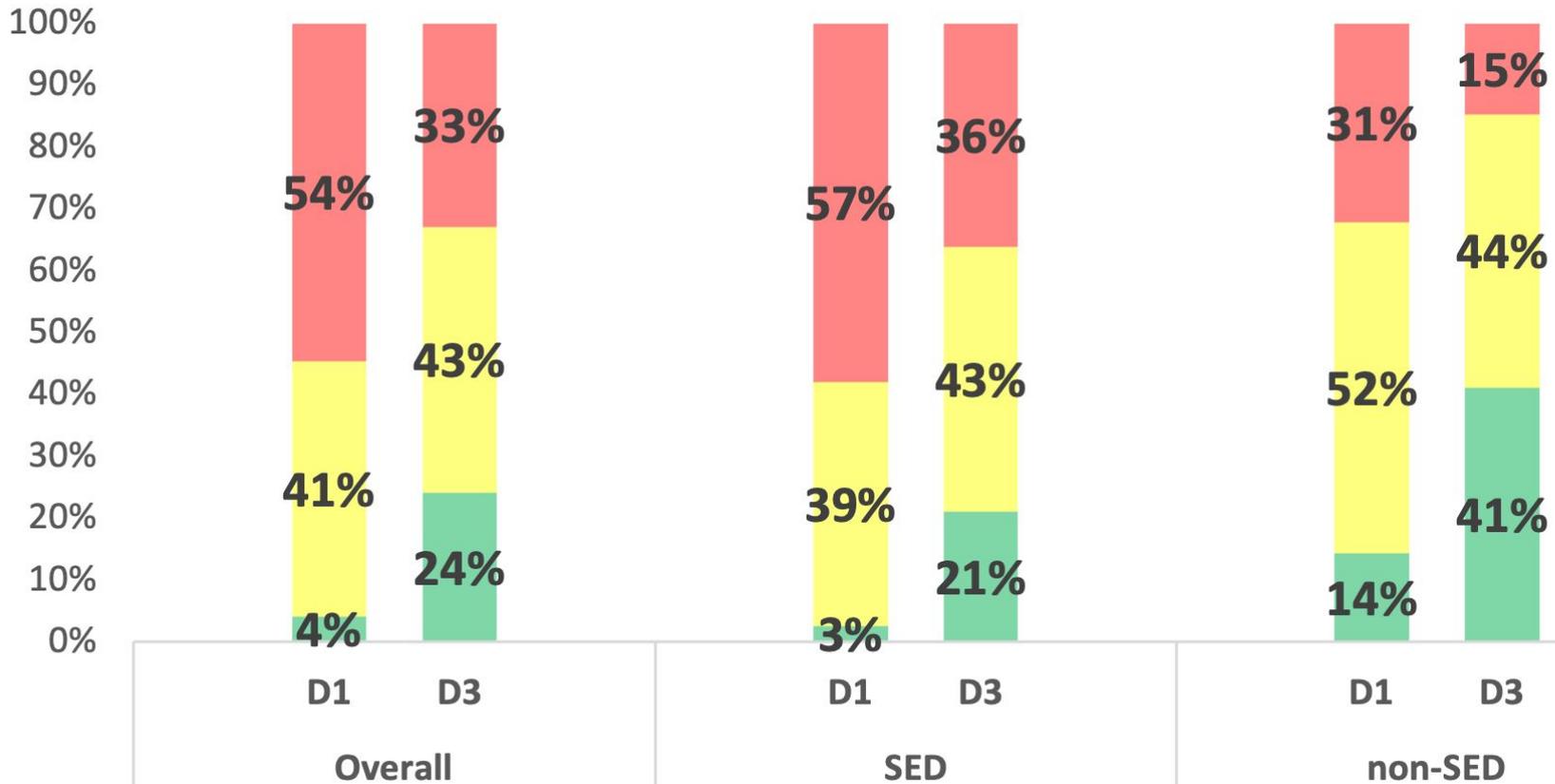
i-Ready Math by Socioeconomic Status--Bubb (D1 to D3)

Tier 1 Tier 2 Tier 3



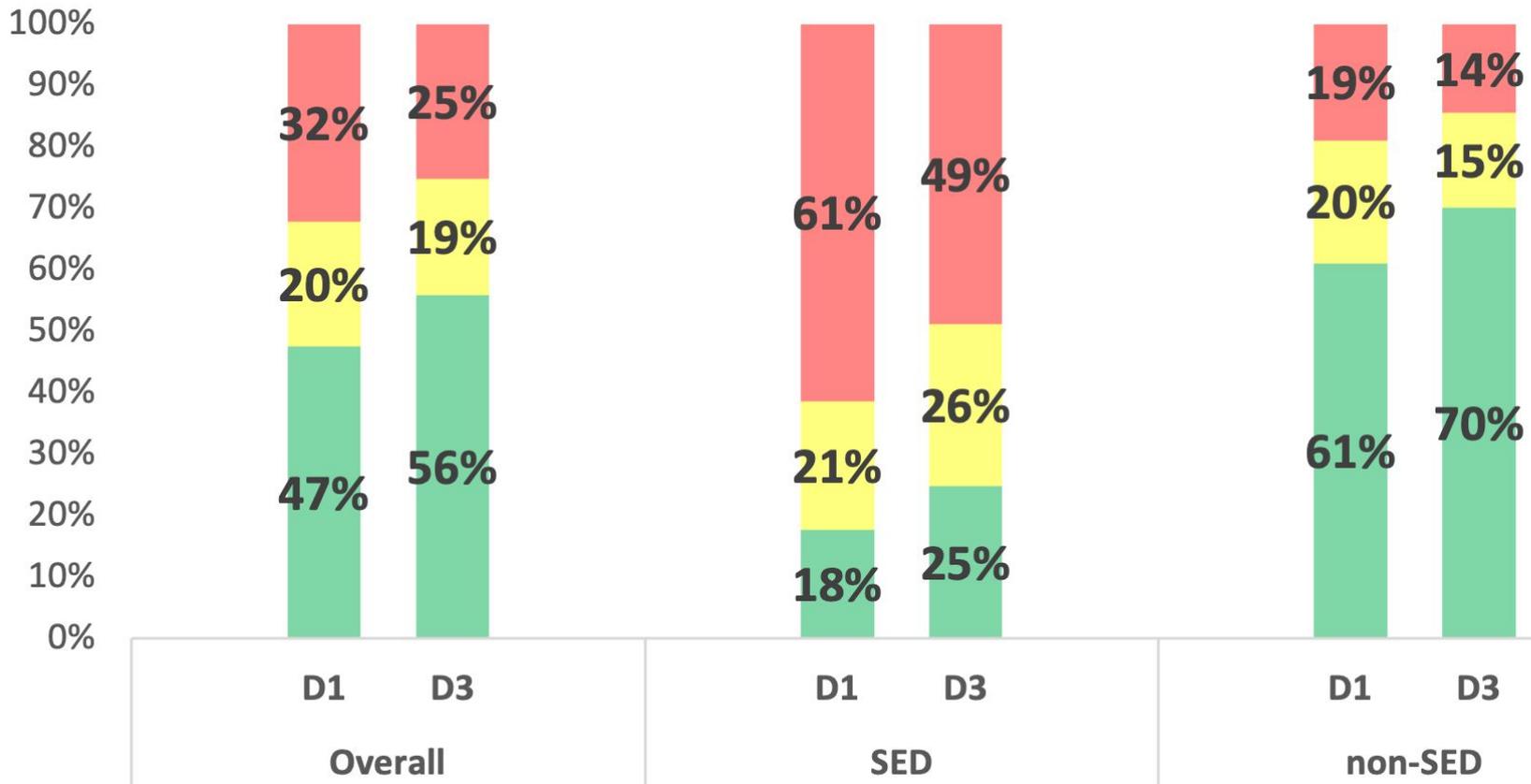
i-Ready Math by Socioeconomic Status--Castro (D1 to D3)

Tier 1 Tier 2 Tier 3



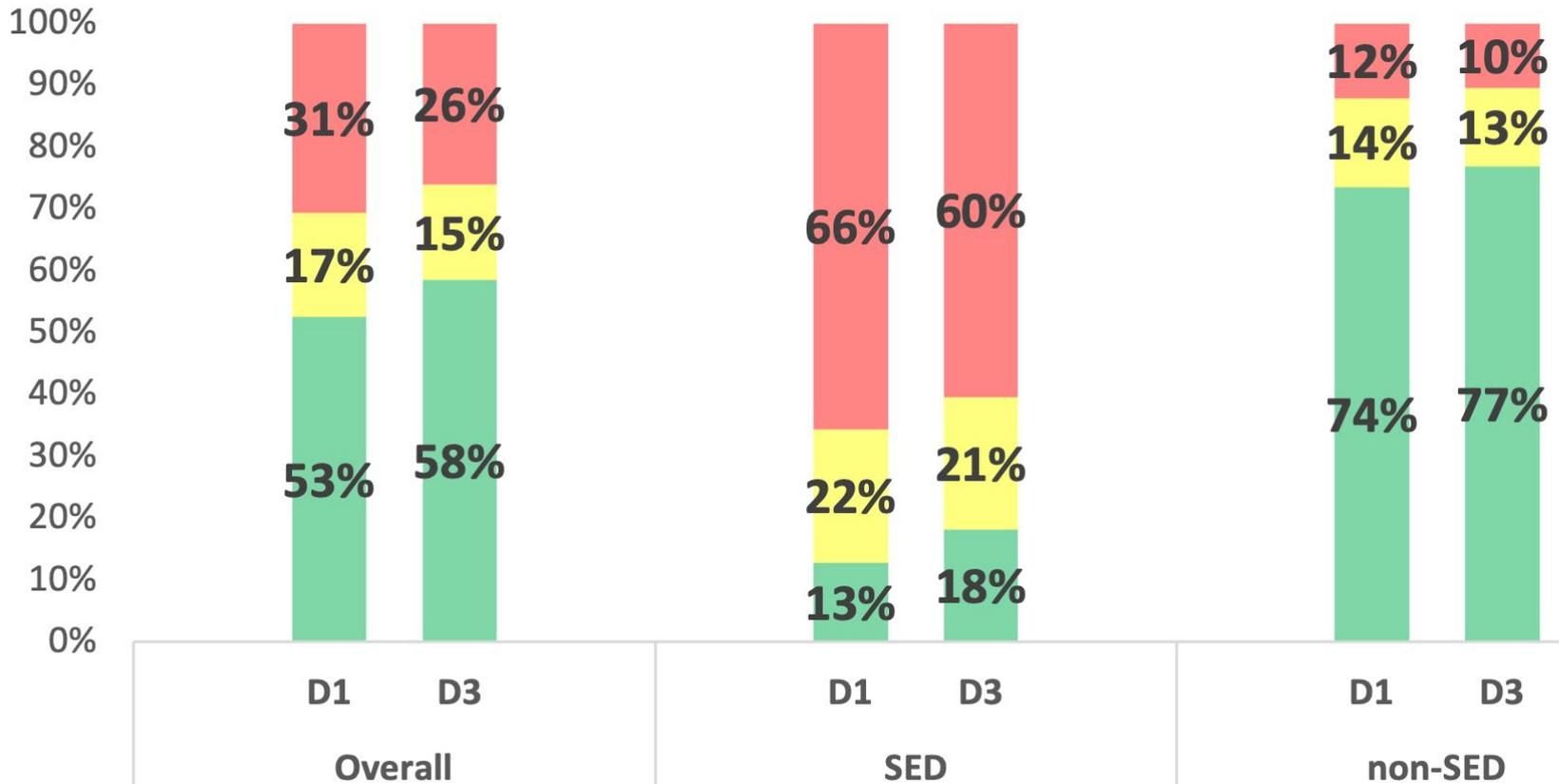
i-Ready Math by Socioeconomic Status--Crittenden (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



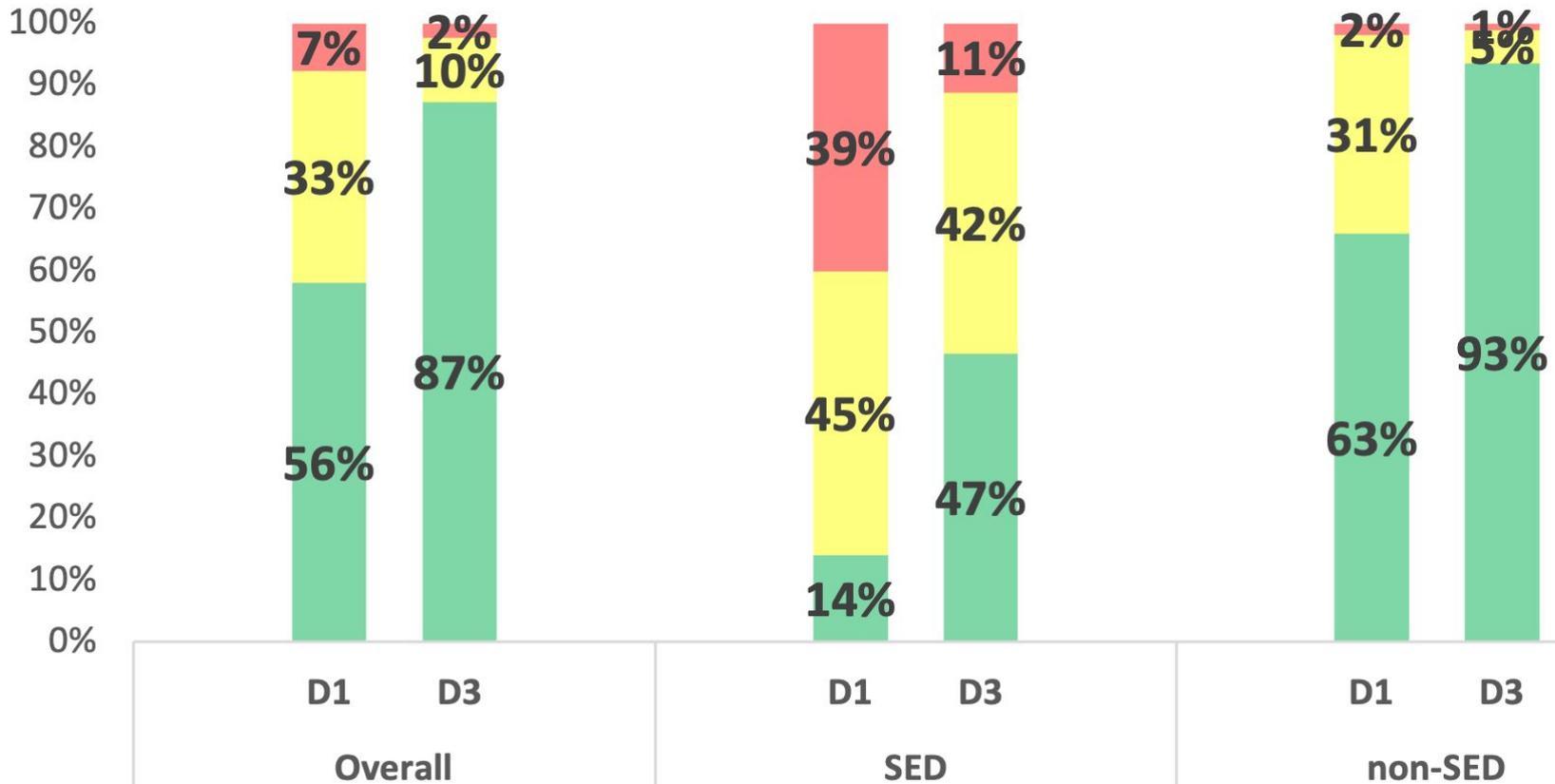
i-Ready Math by Socioeconomic Status--Graham (D1 to D3)

Tier 1 Tier 2 Tier 3



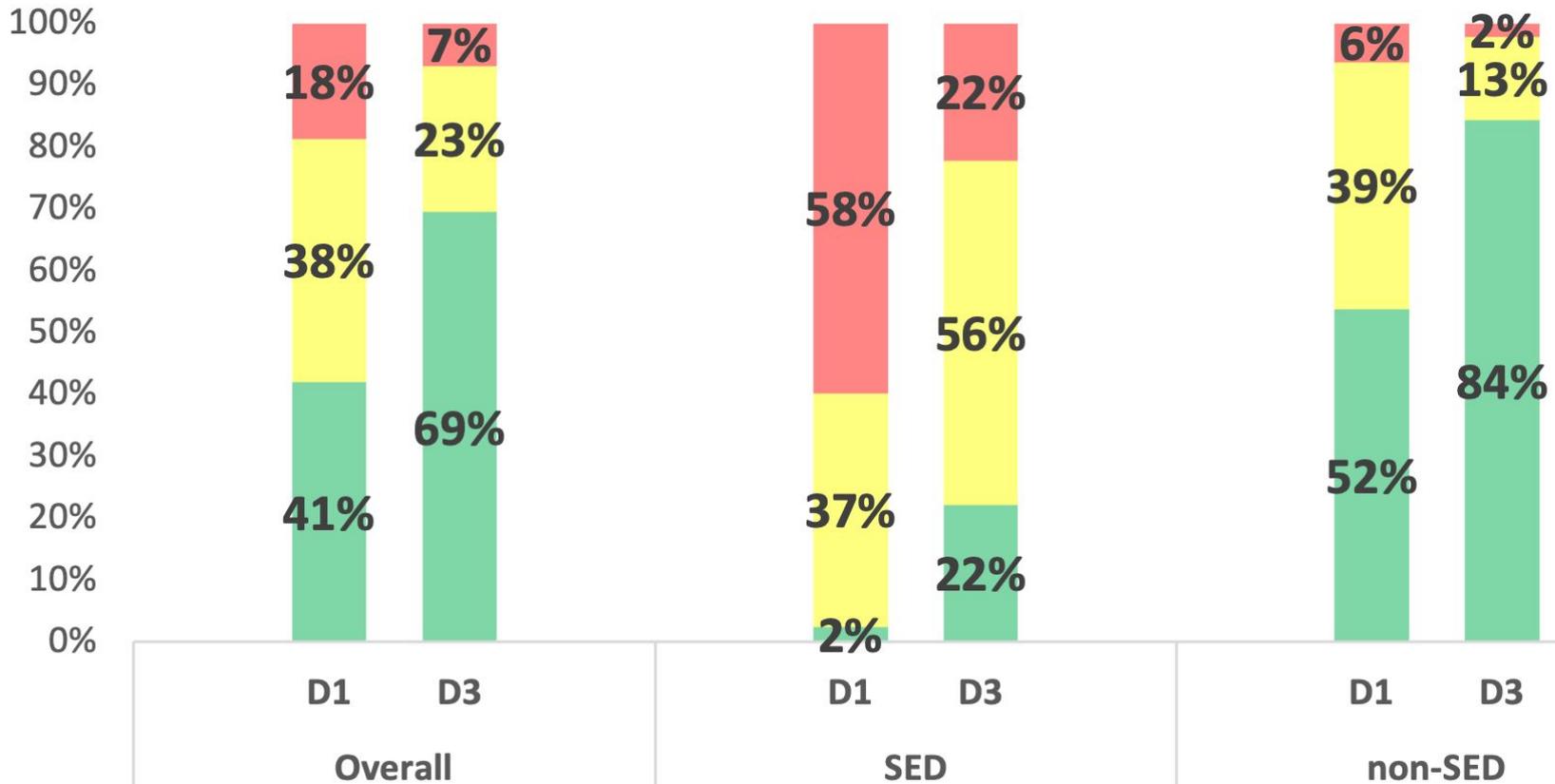
i-Ready Math by Socioeconomic Status--Imai (D1 to D3)

Tier 1 Tier 2 Tier 3



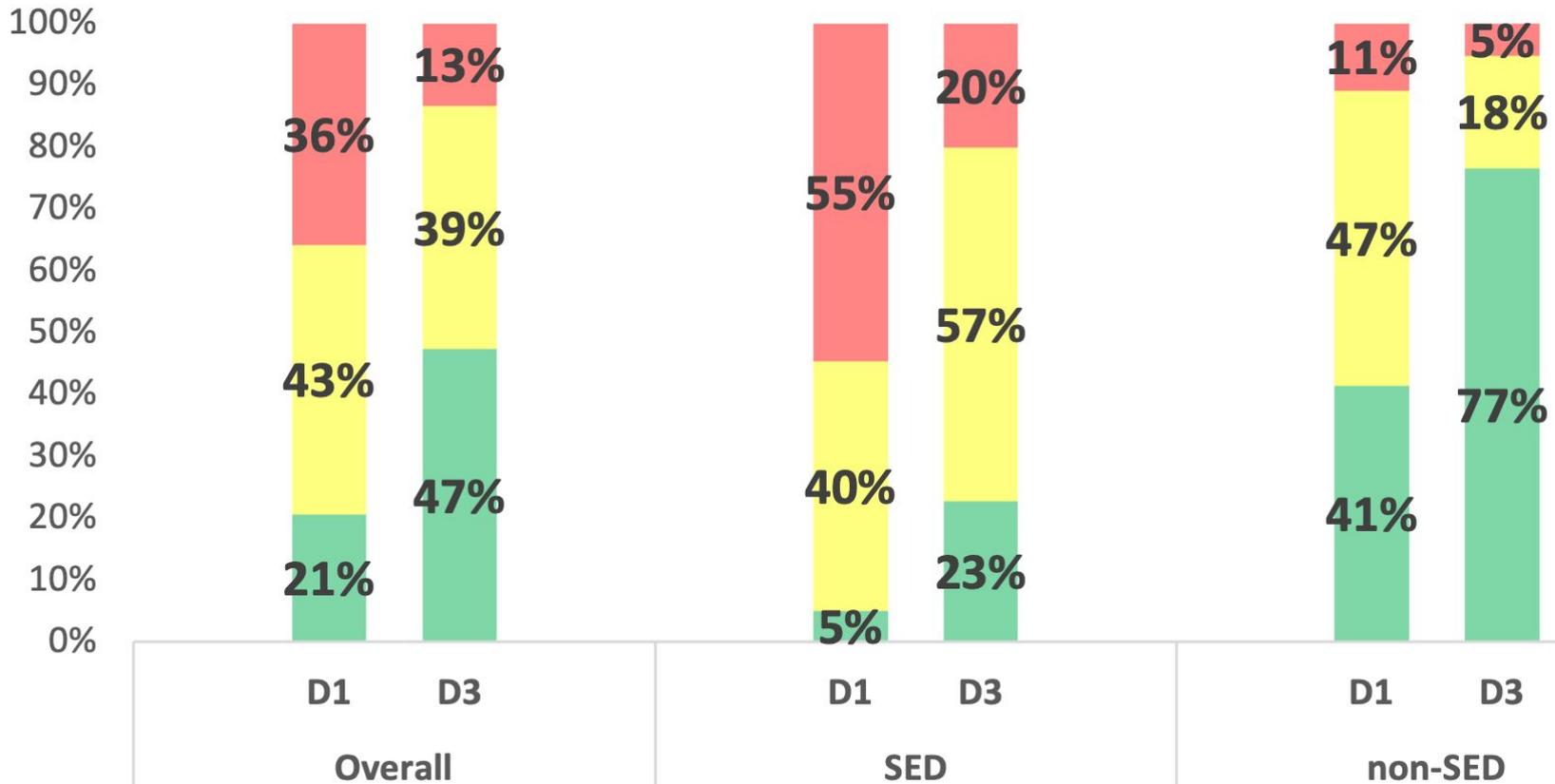
i-Ready Math by Socioeconomic Status--Landels (D1 to D3)

Tier 1 Tier 2 Tier 3



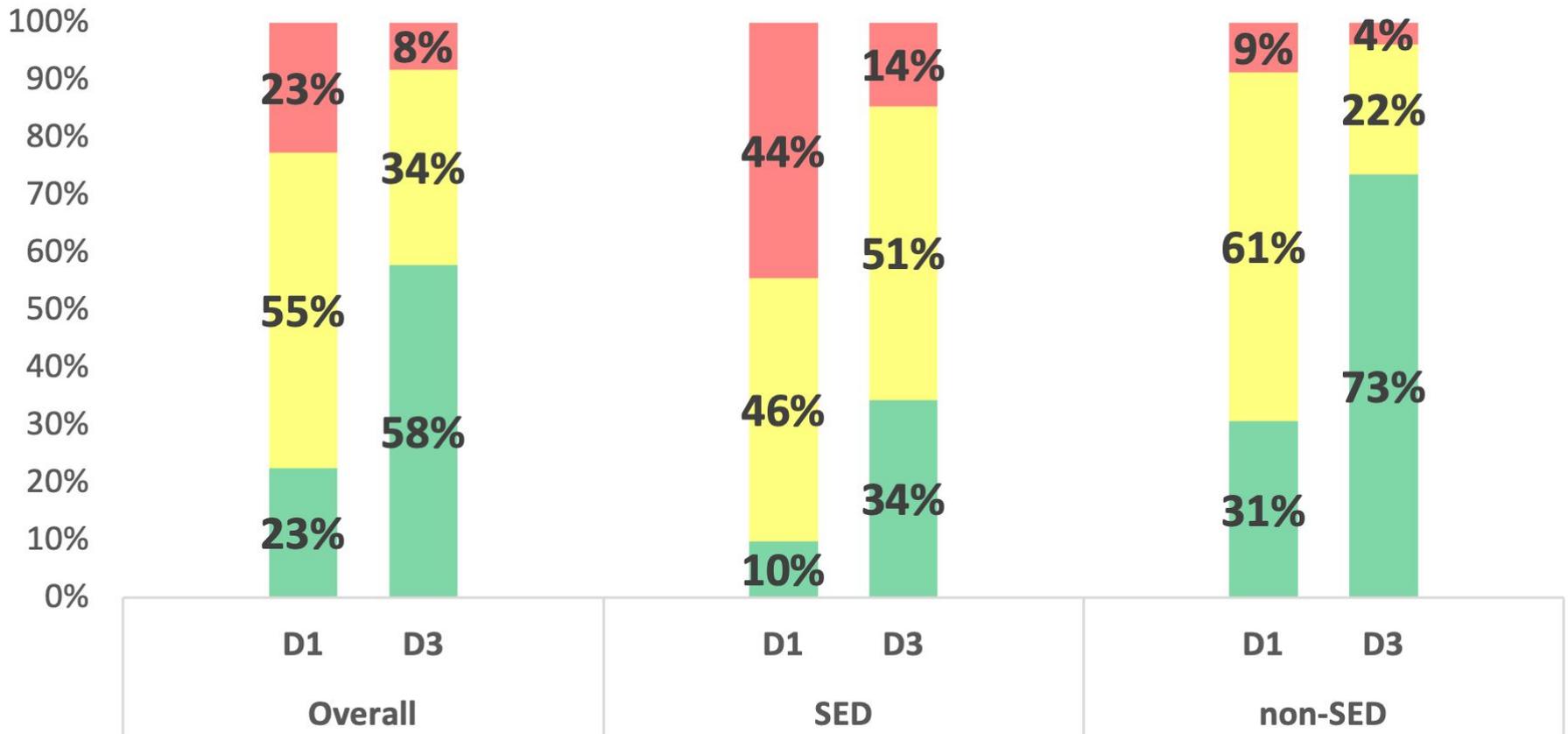
i-Ready Math by Socioeconomic Status--Mistral (D1 to D3)

Tier 1 Tier 2 Tier 3



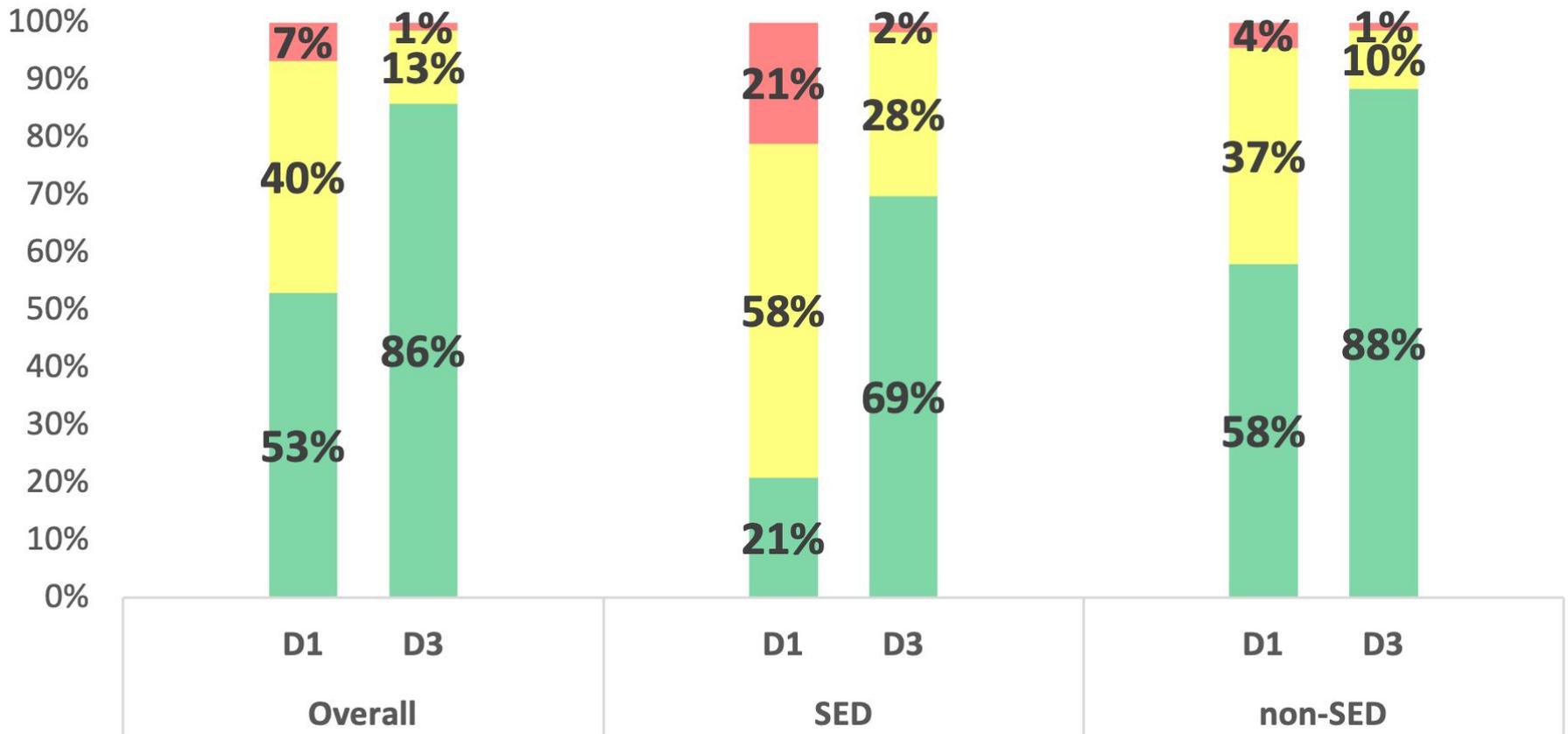
i-Ready Math by Socioeconomic Status--Monta Loma (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



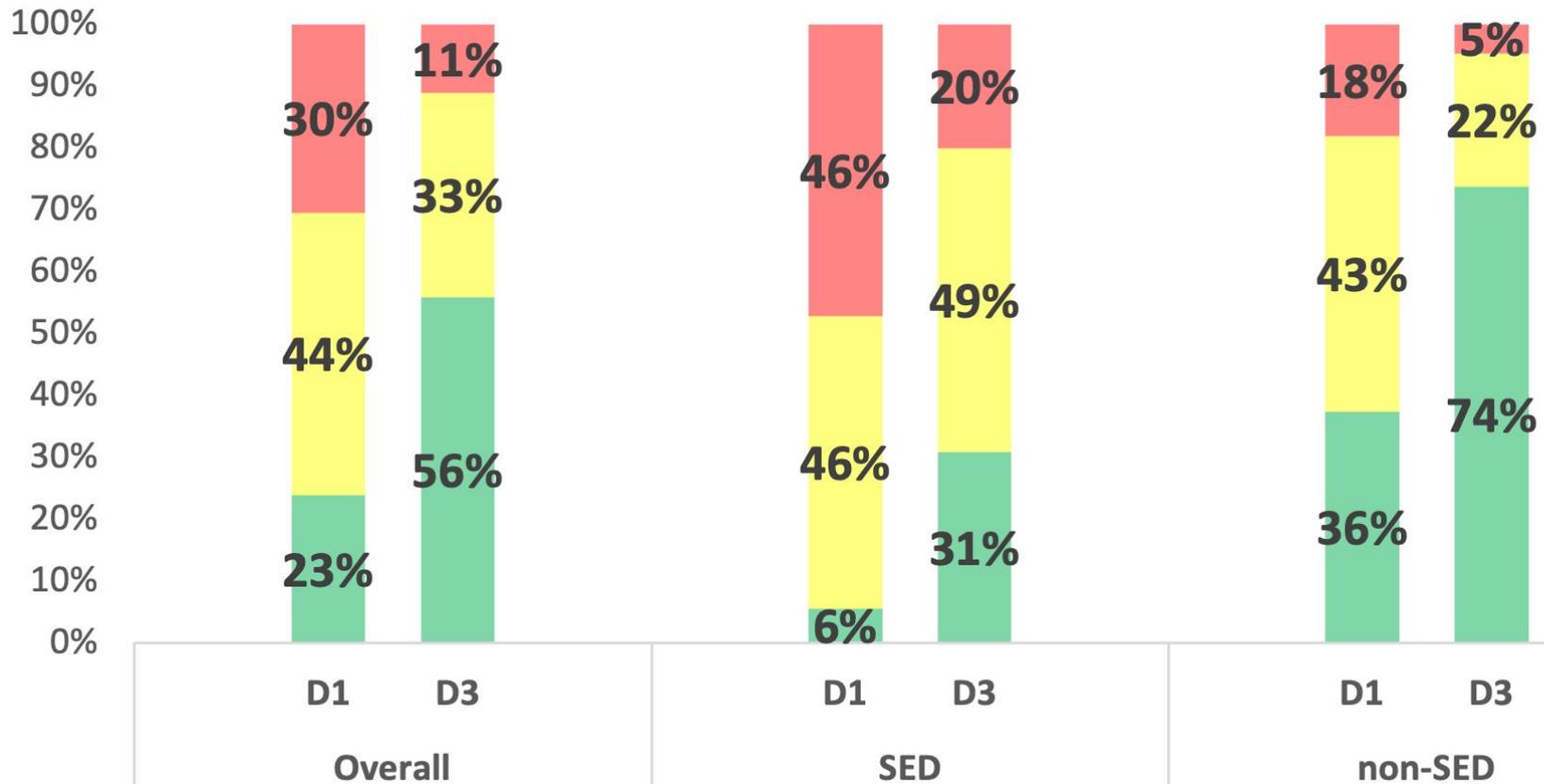
i-Ready Math by Socioeconomic Status--Stevenson (D1 to D3)

■ Tier 1 ■ Tier 2 ■ Tier 3



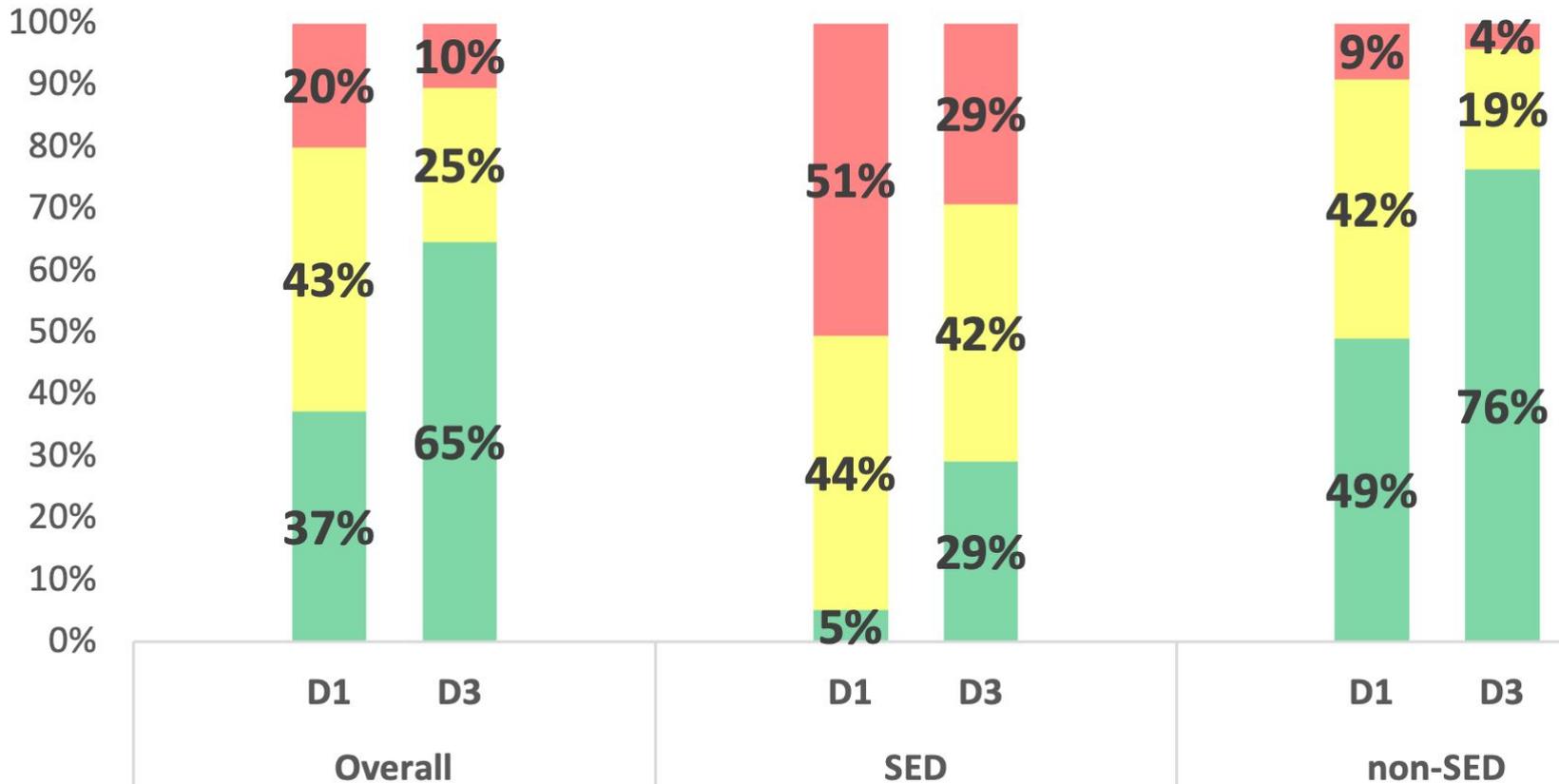
i-Ready Math by Socioeconomic Status--Theuerkauf (D1 to D3)

Tier 1 Tier 2 Tier 3



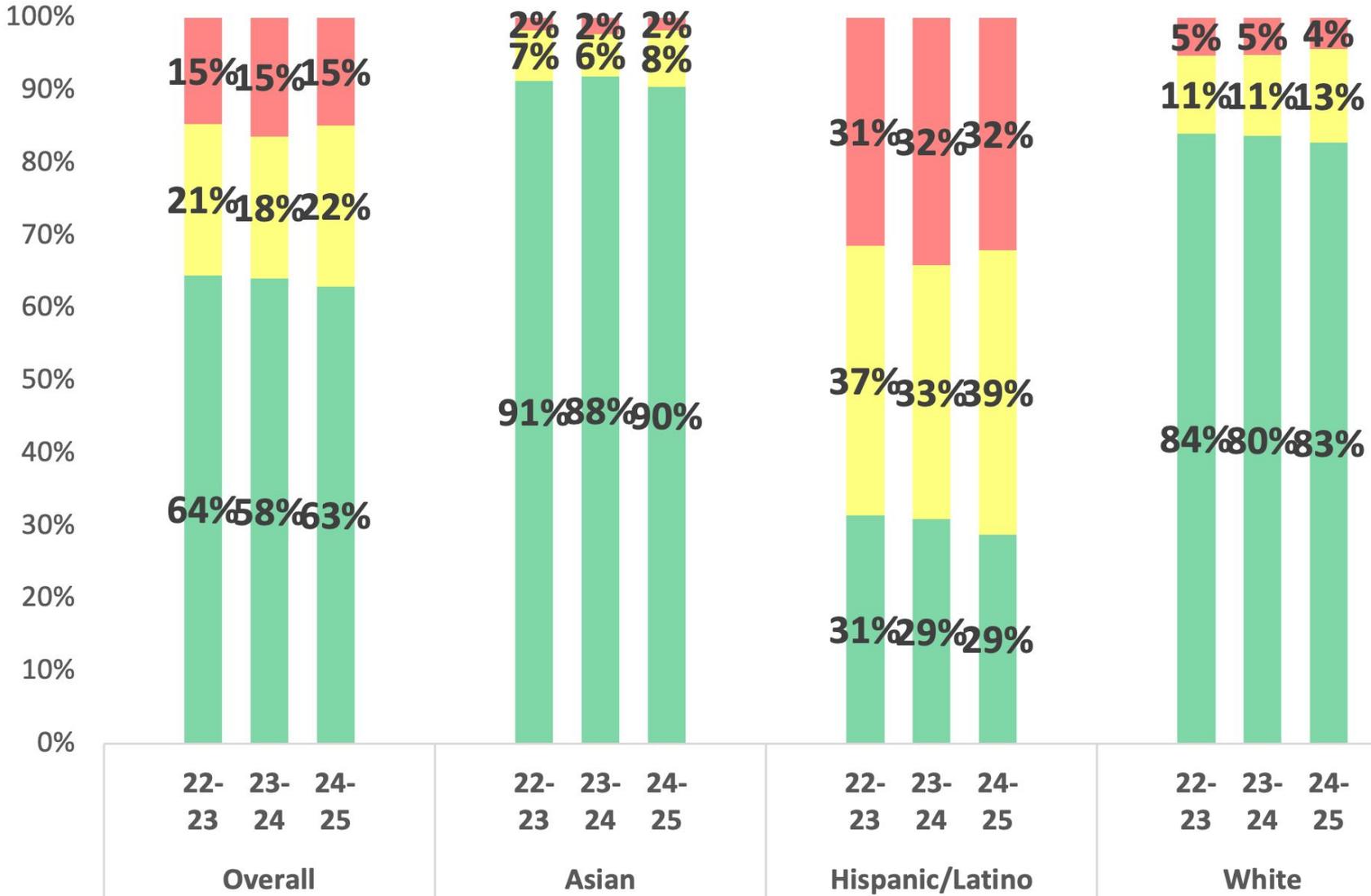
i-Ready Math by Socioeconomic Status--Vargas (D1 to D3)

Tier 1 Tier 2 Tier 3



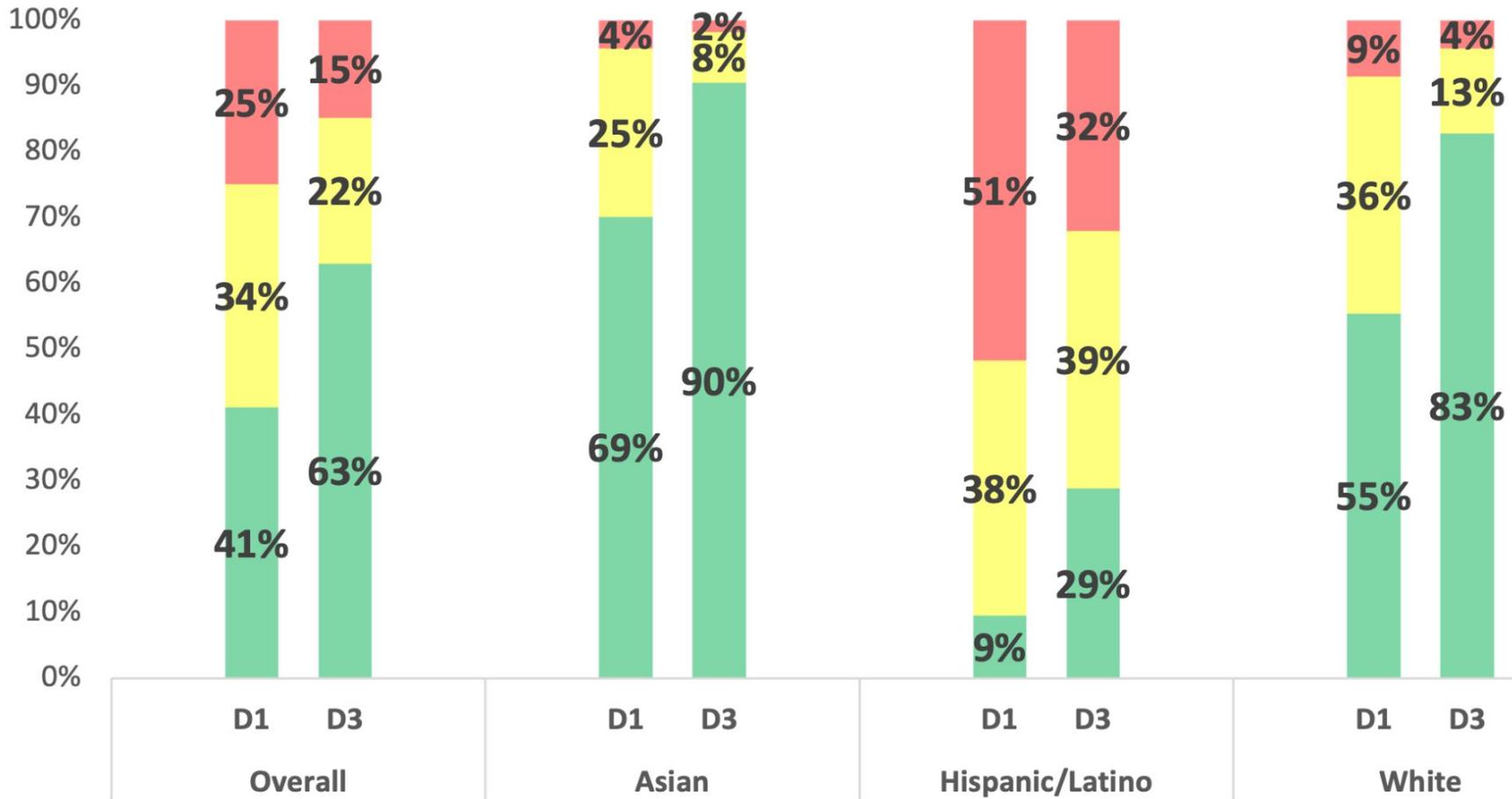
i-Ready Math by Site (D3 Year to Year)

Tier 1 Tier 2 Tier 3



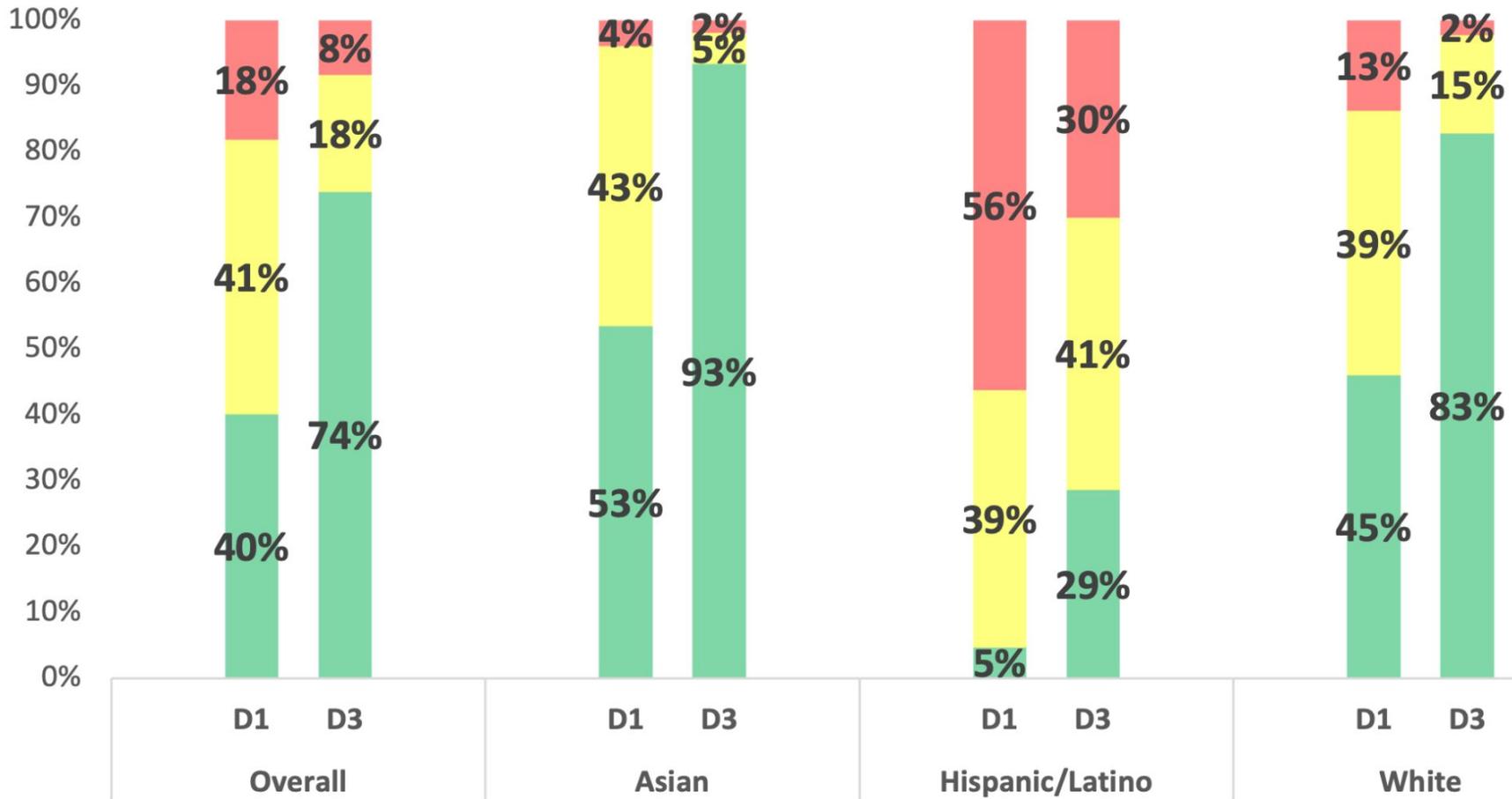
i-Ready Math by Ethnicity (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



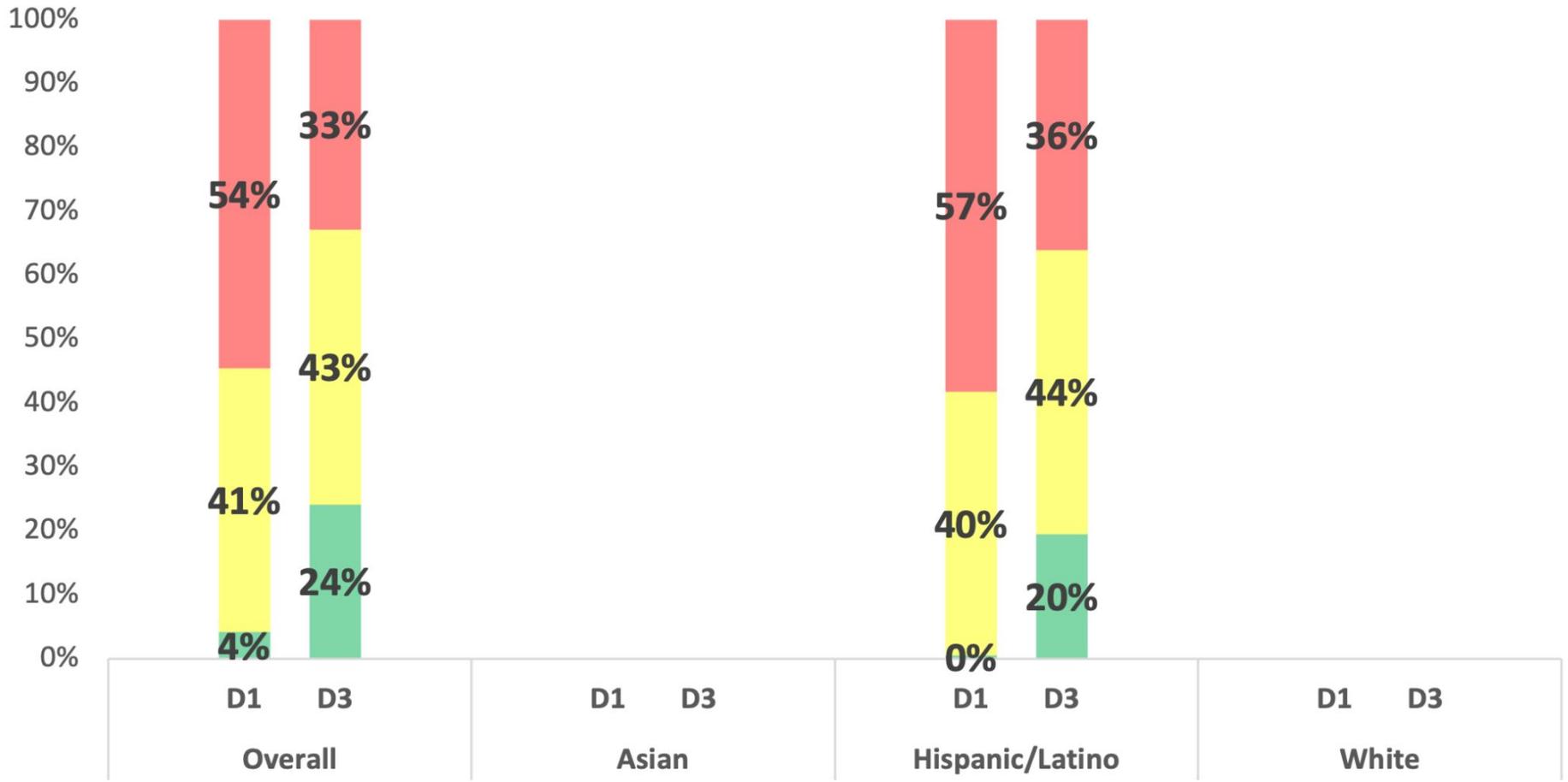
i-Ready Math by Ethnicity--Bubb (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



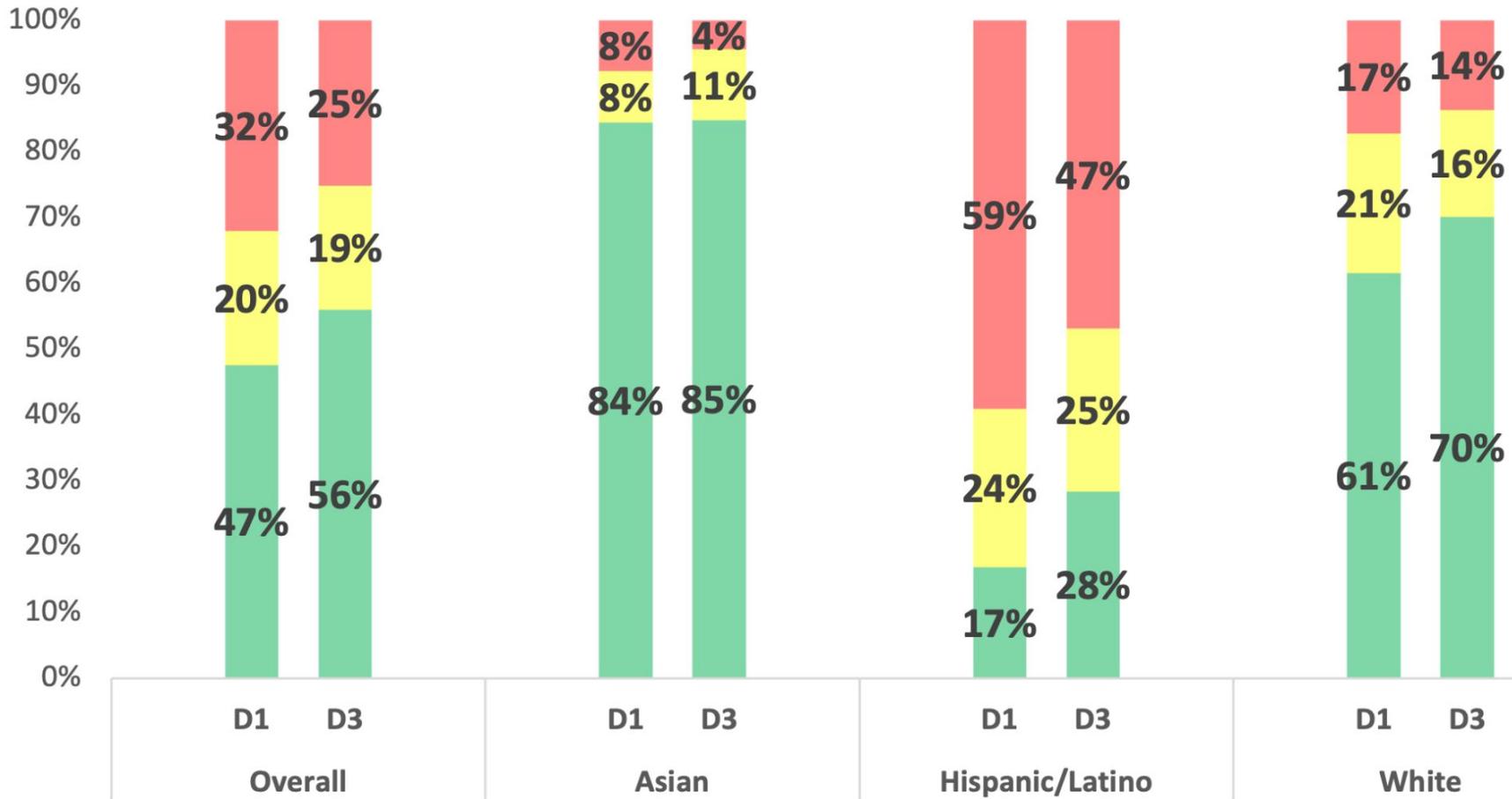
i-Ready Math by Ethnicity--Castro (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



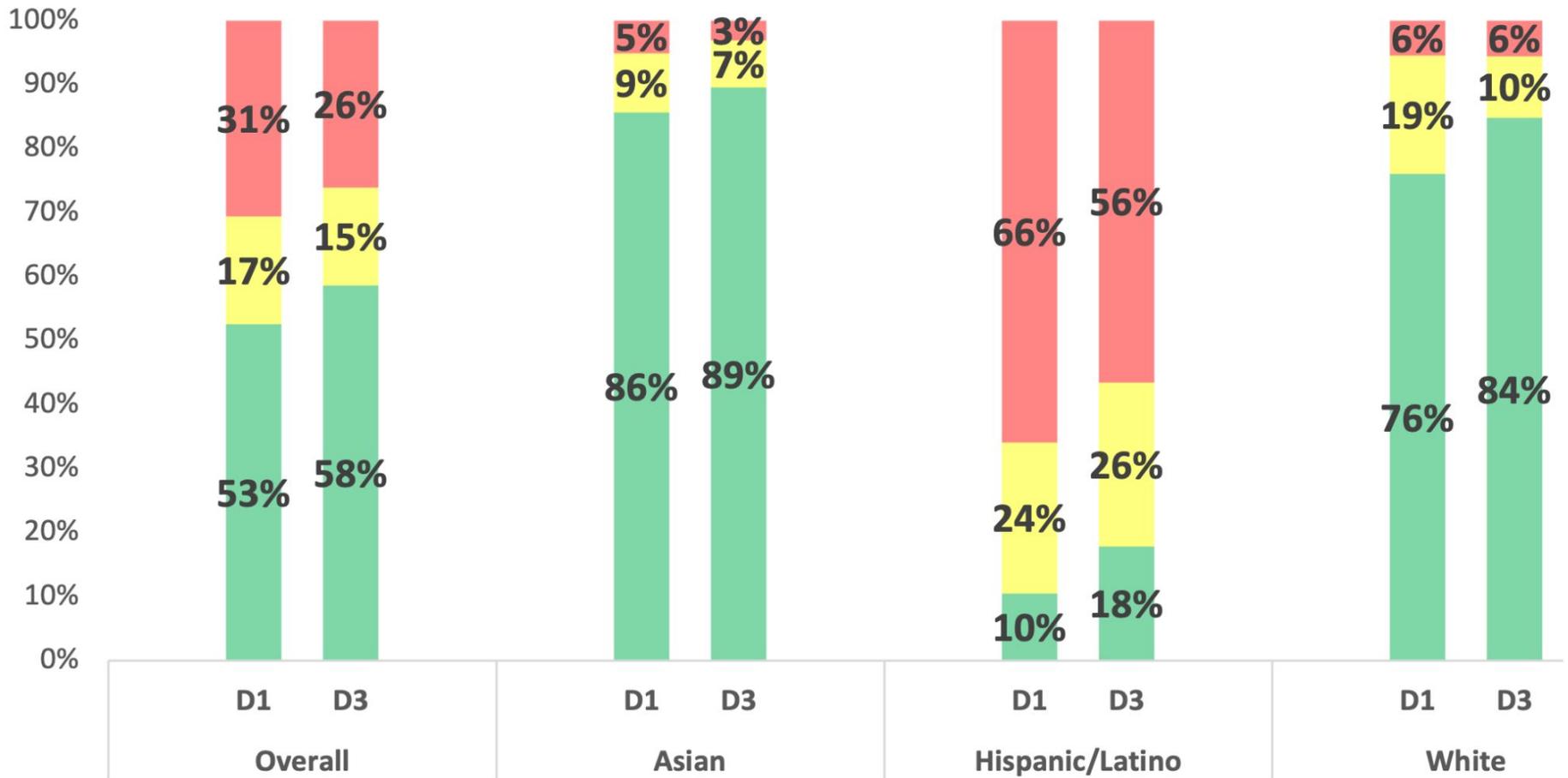
i-Ready Math by Ethnicity--Crittenden (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



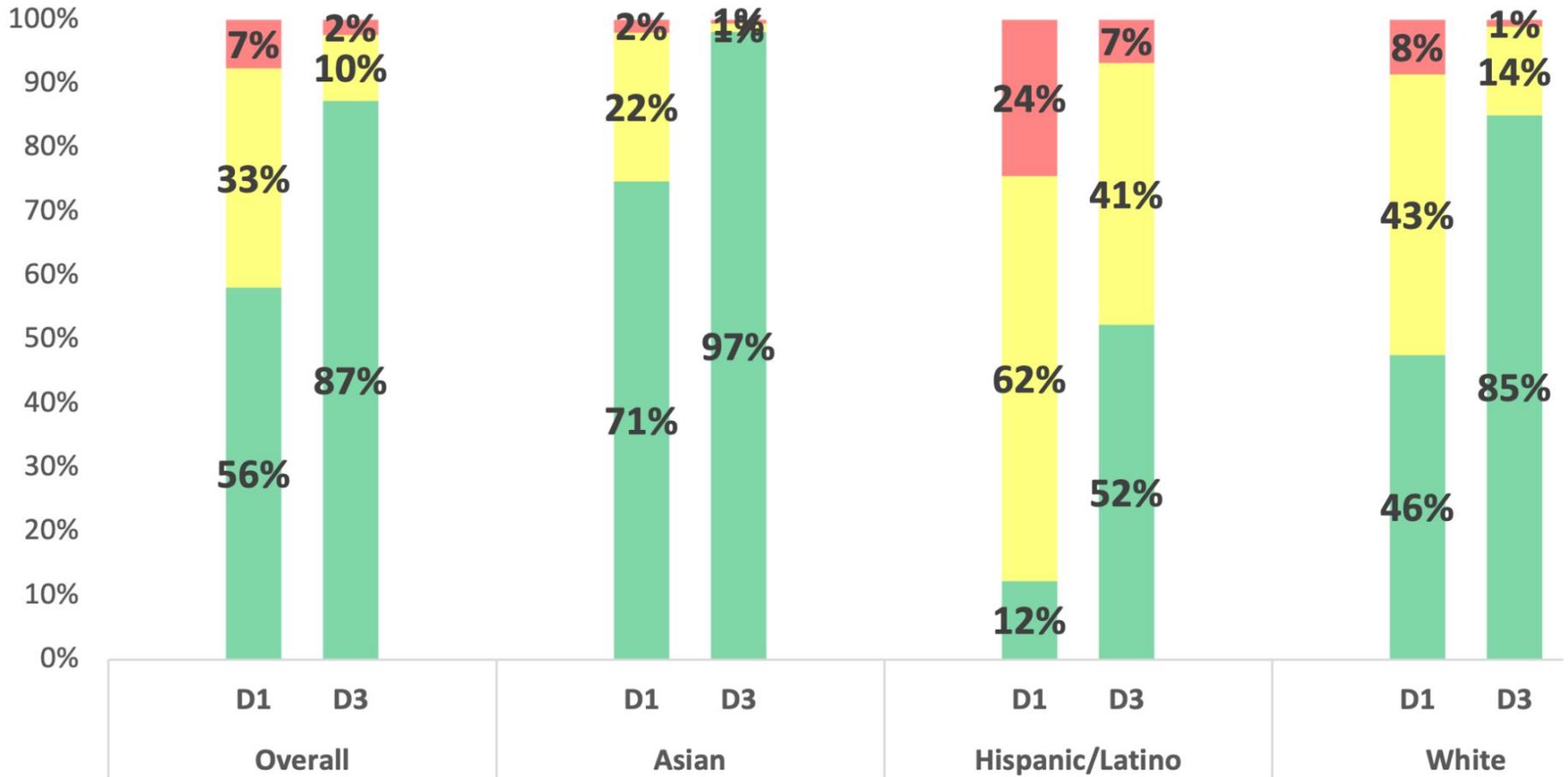
i-Ready Math by Ethnicity--Graham (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



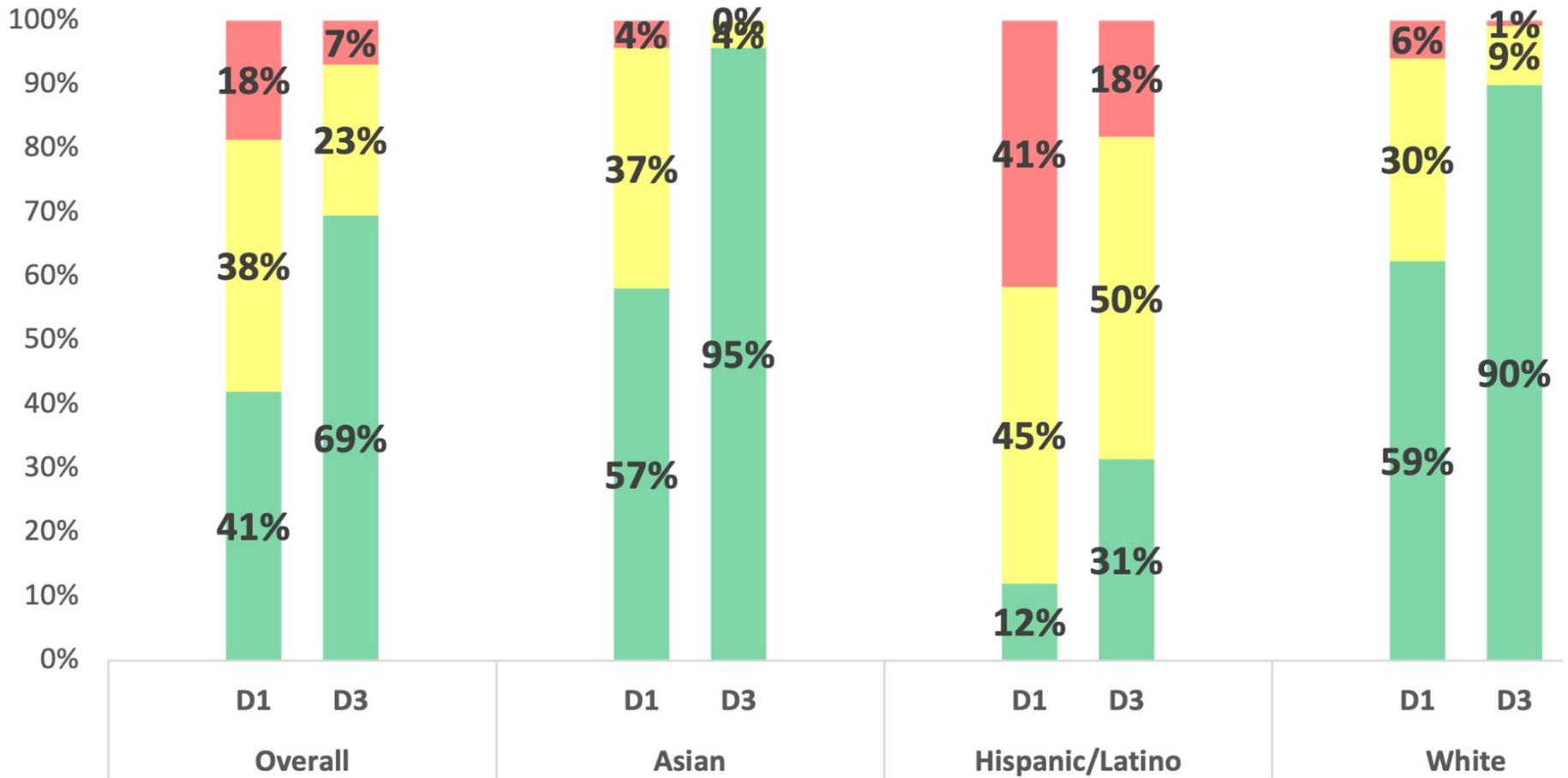
i-Ready Math by Ethnicity--Imai (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



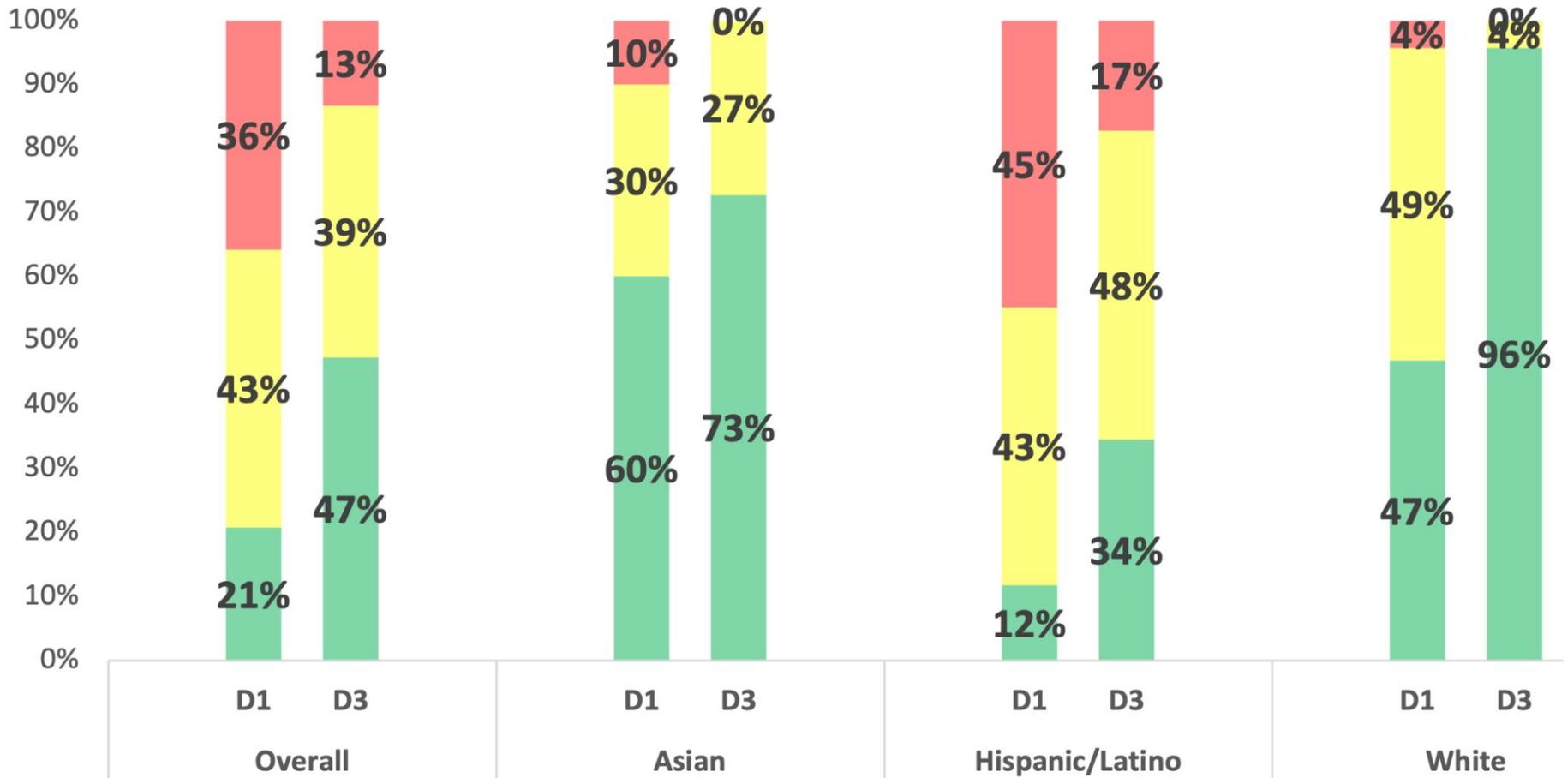
i-Ready Math by Ethnicity--Landels (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



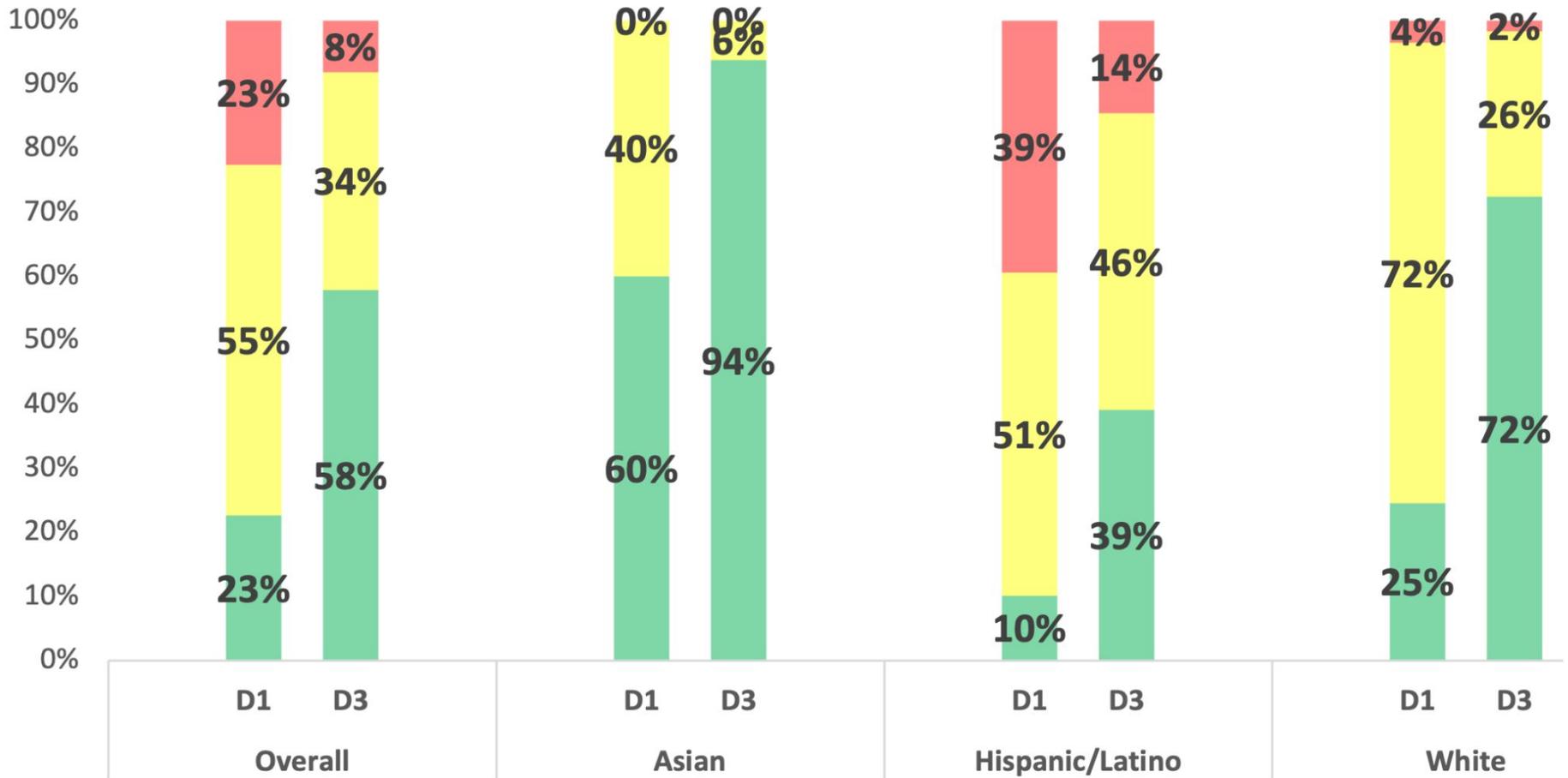
i-Ready Math by Ethnicity--Mistral (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



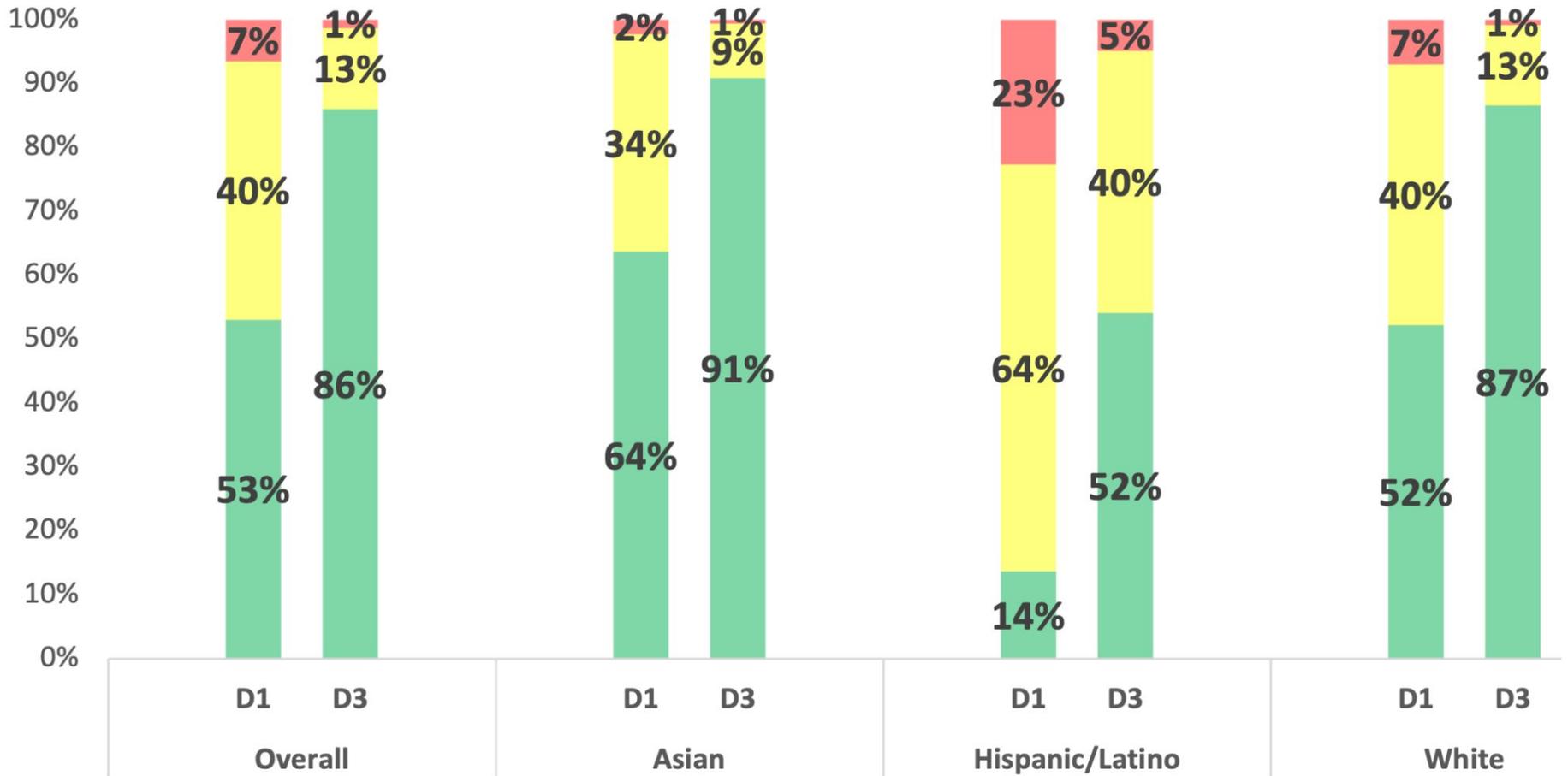
i-Ready Math by Ethnicity--Monta Loma (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



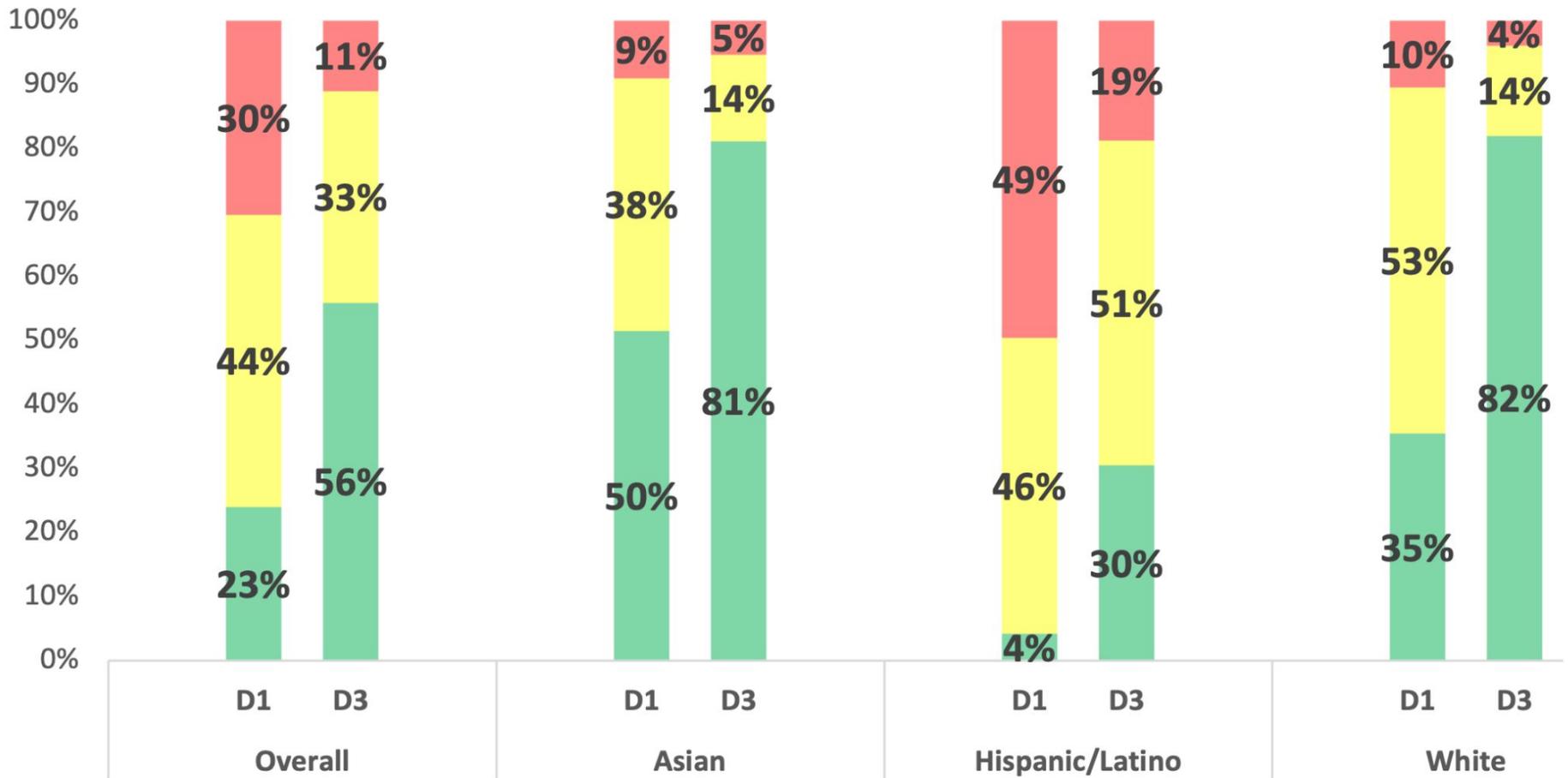
i-Ready Math by Ethnicity--Stevenson (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3



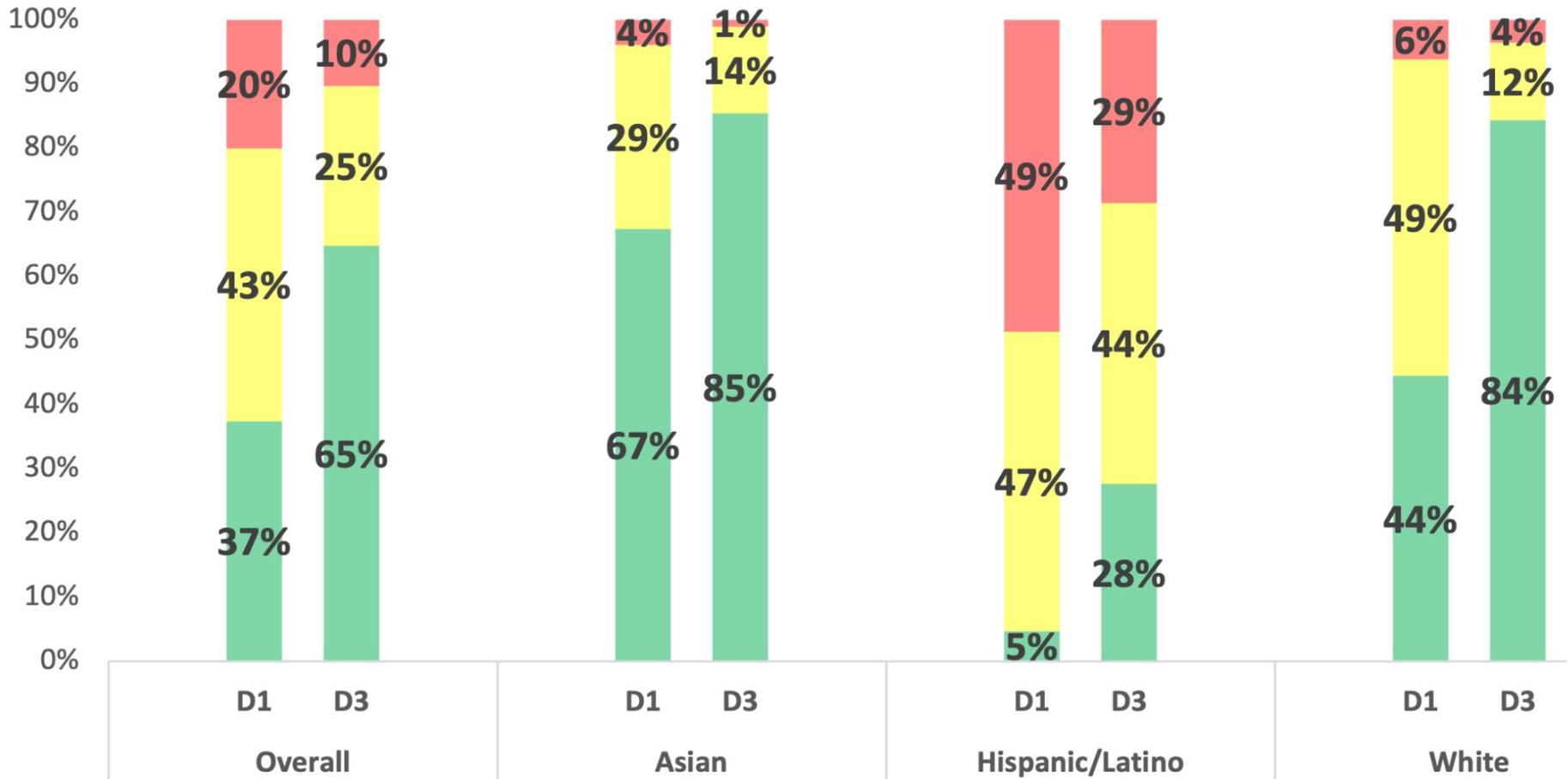
i-Ready Math by Ethnicity--Theuerkauf (2024-25 D1 to D3)

Tier 1 Tier 2 Tier 3

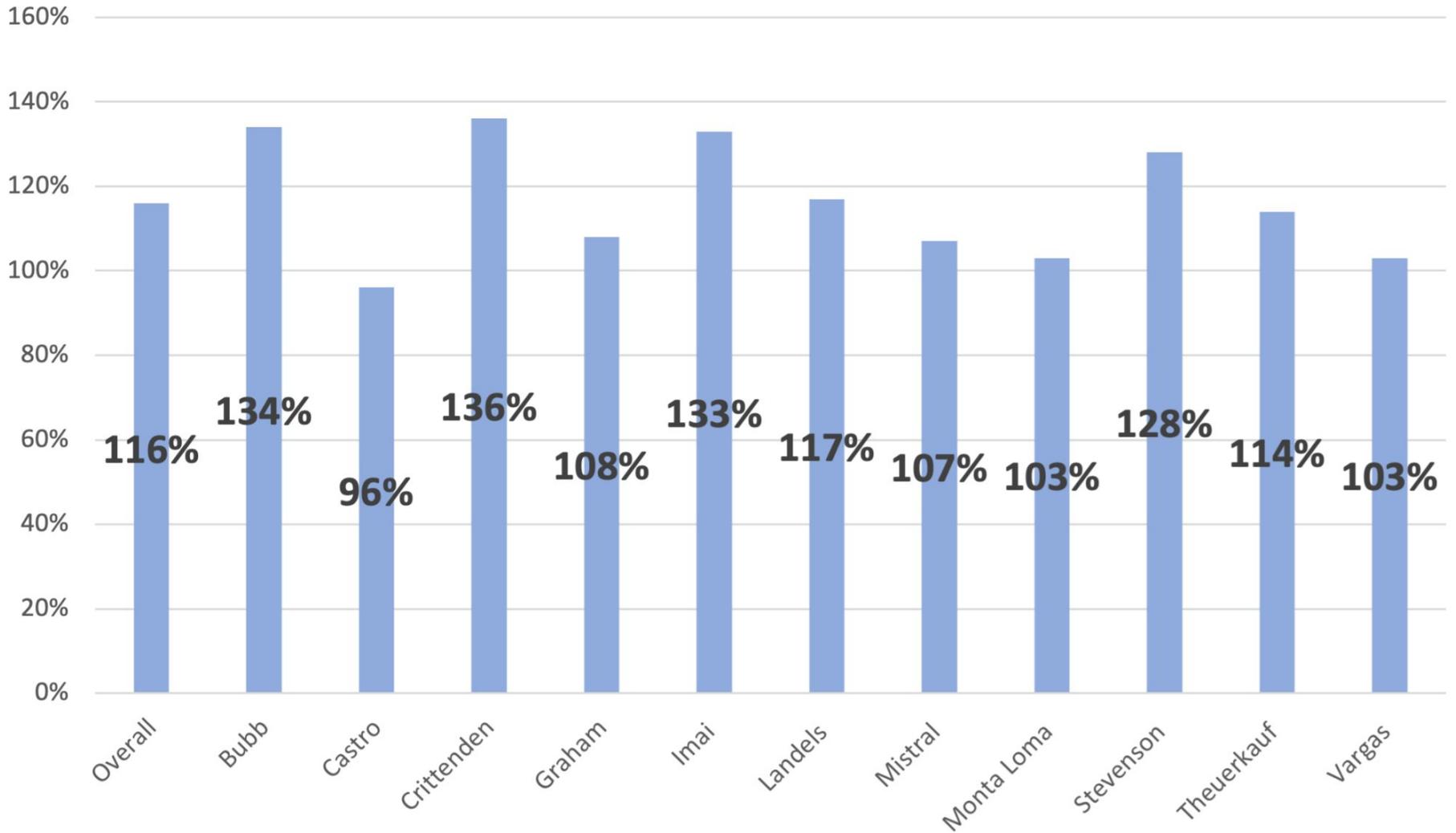


i-Ready Math by Ethnicity--Vargas (2024-25 D1 to D3)

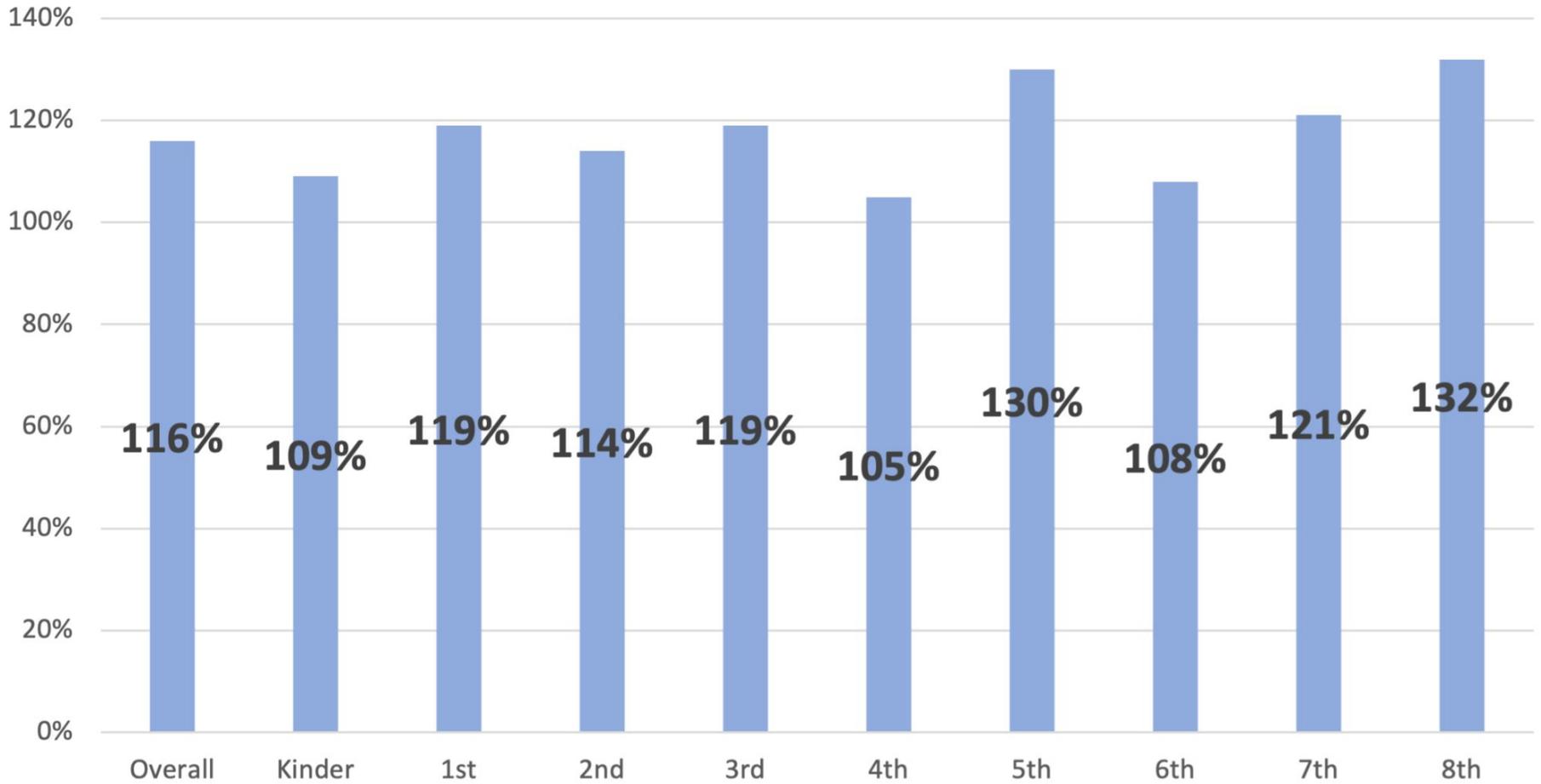
Tier 1 Tier 2 Tier 3



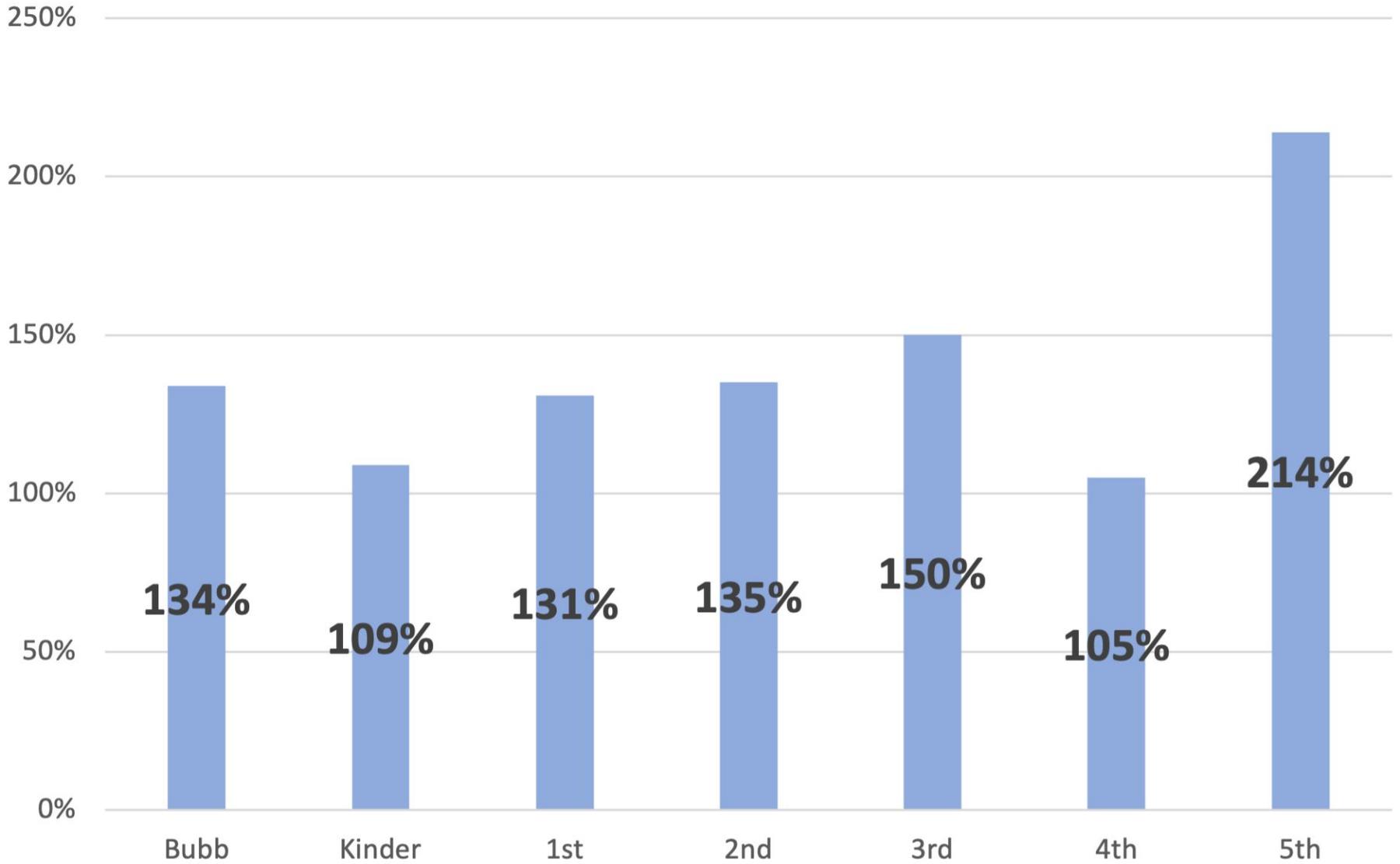
Math Progress to Annual Typical Growth (Median)



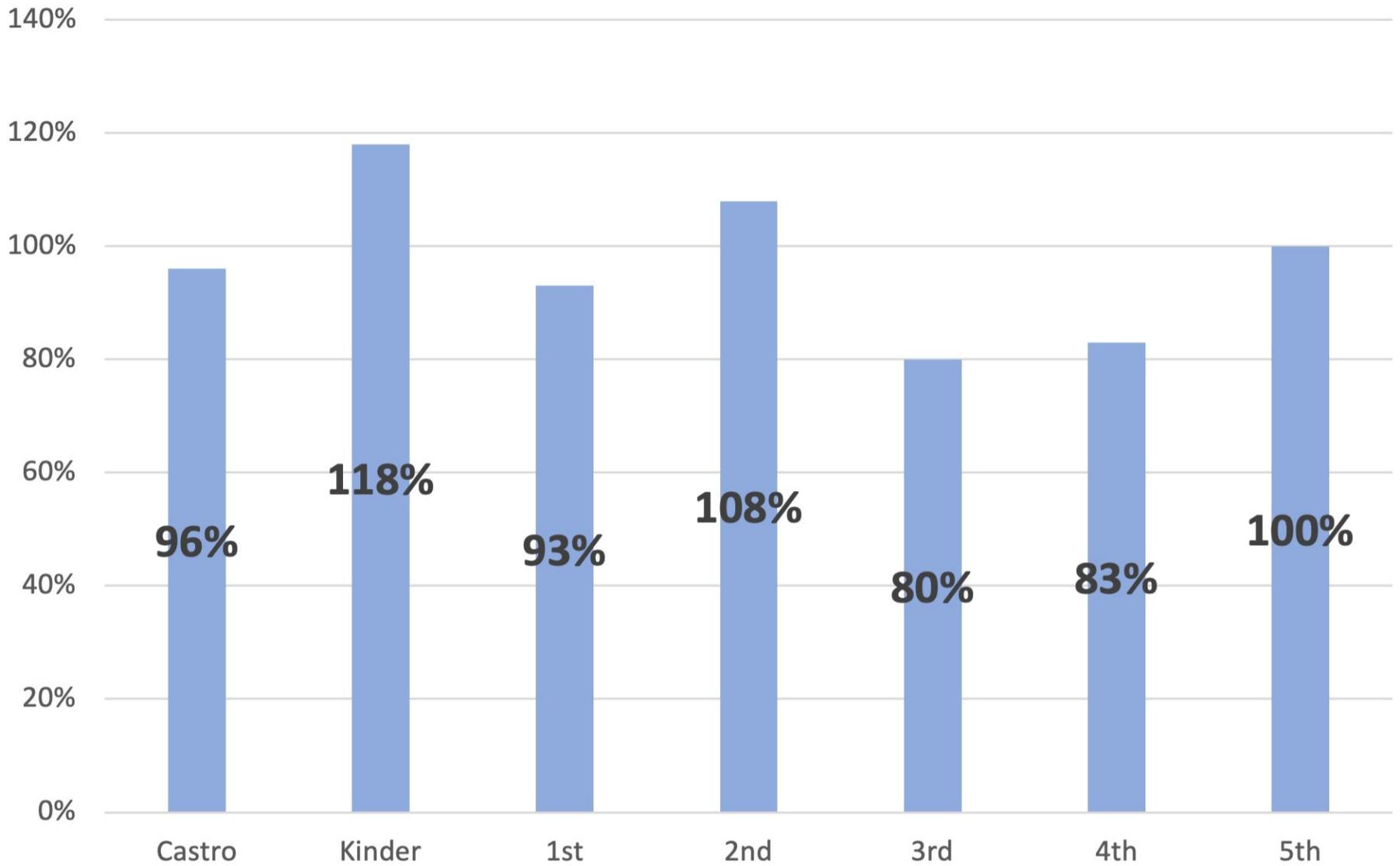
Math Progress to Annual Typical Growth (Median)



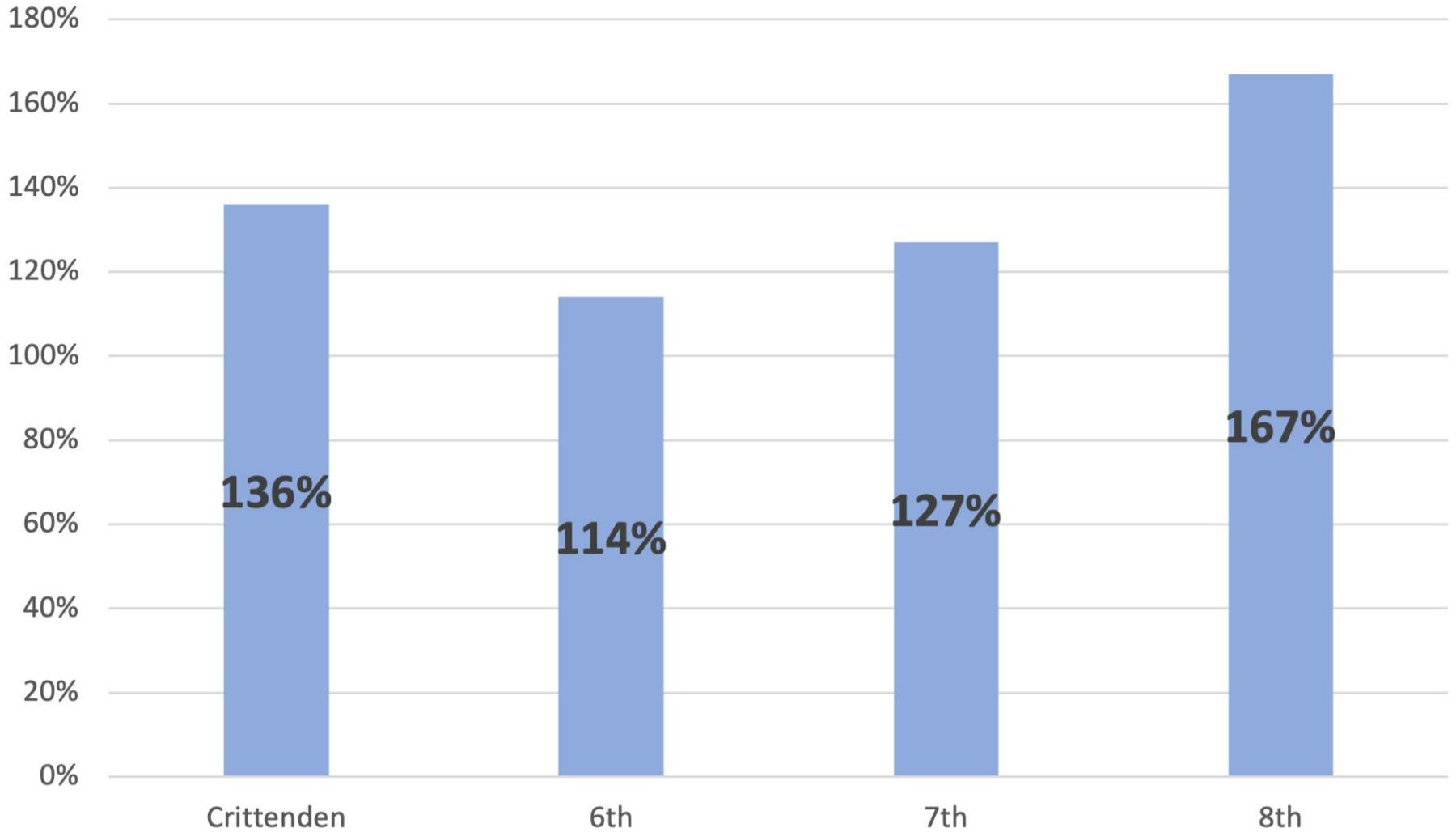
Math Progress to Annual Typical Growth--Bubb (Median)



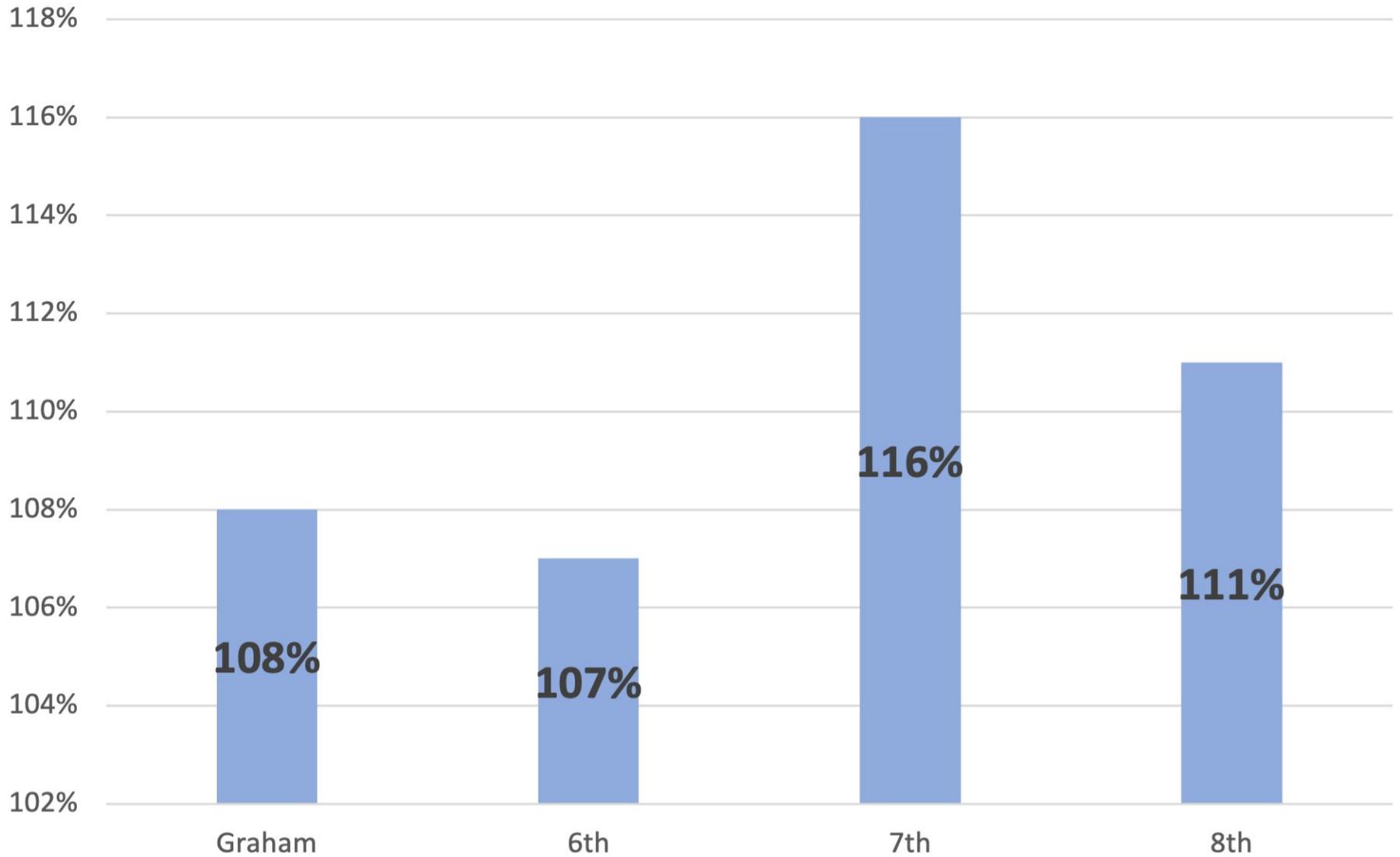
Math Progress to Annual Typical Growth--Castro (Median)



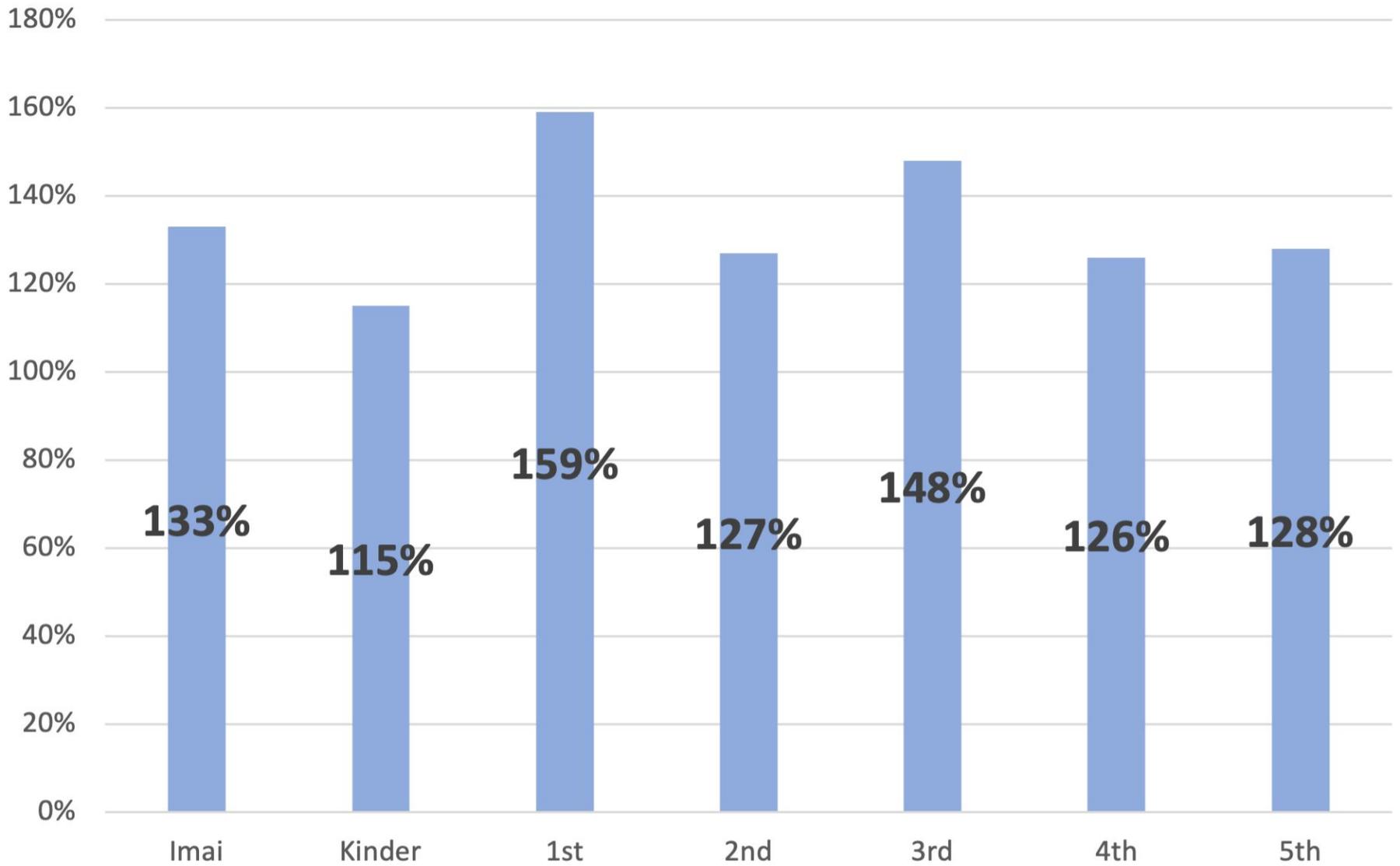
Math Progress to Annual Typical Growth--Crittenden (Median)



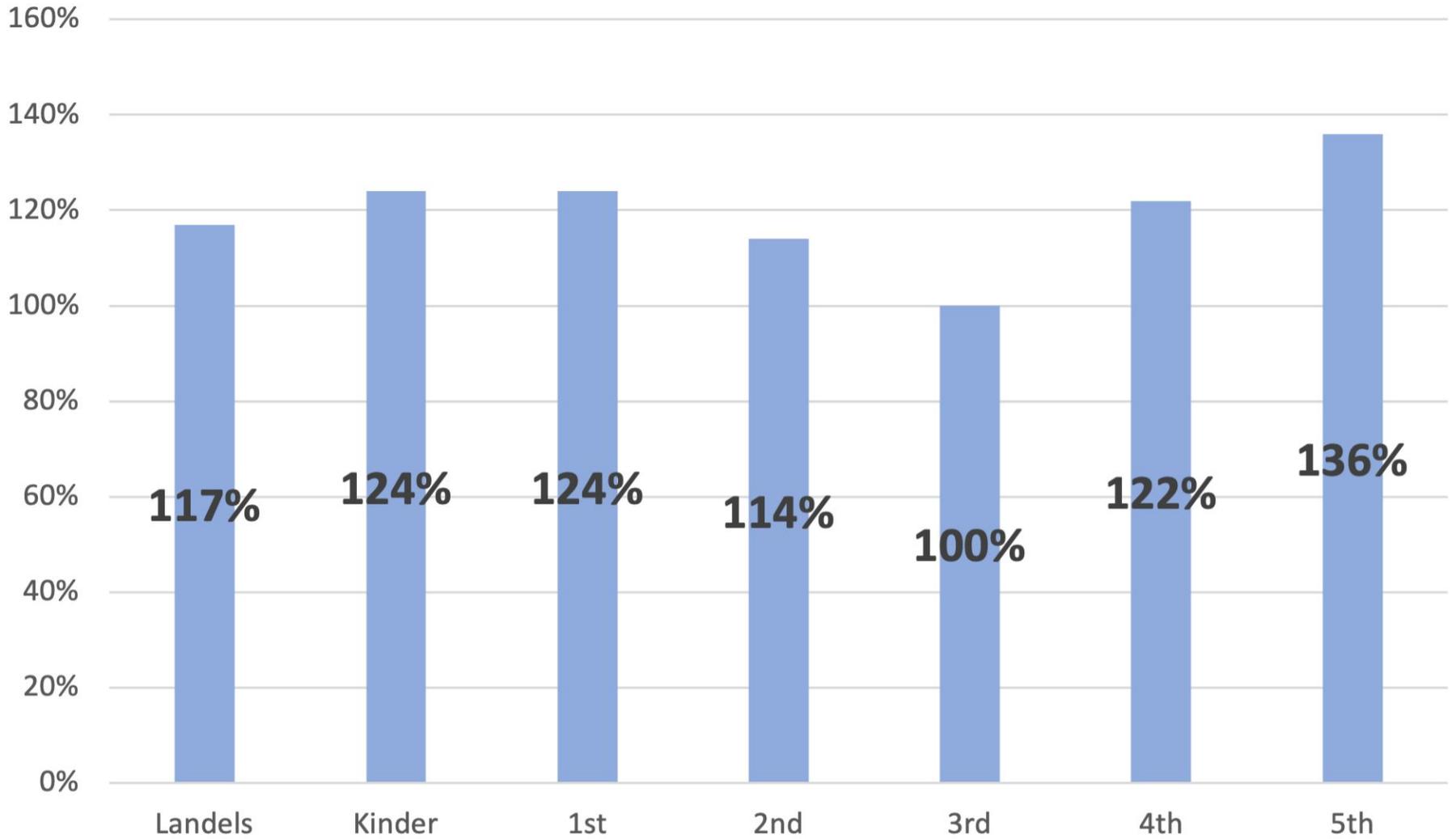
Progress to Annual Typical Growth--Graham (Median)



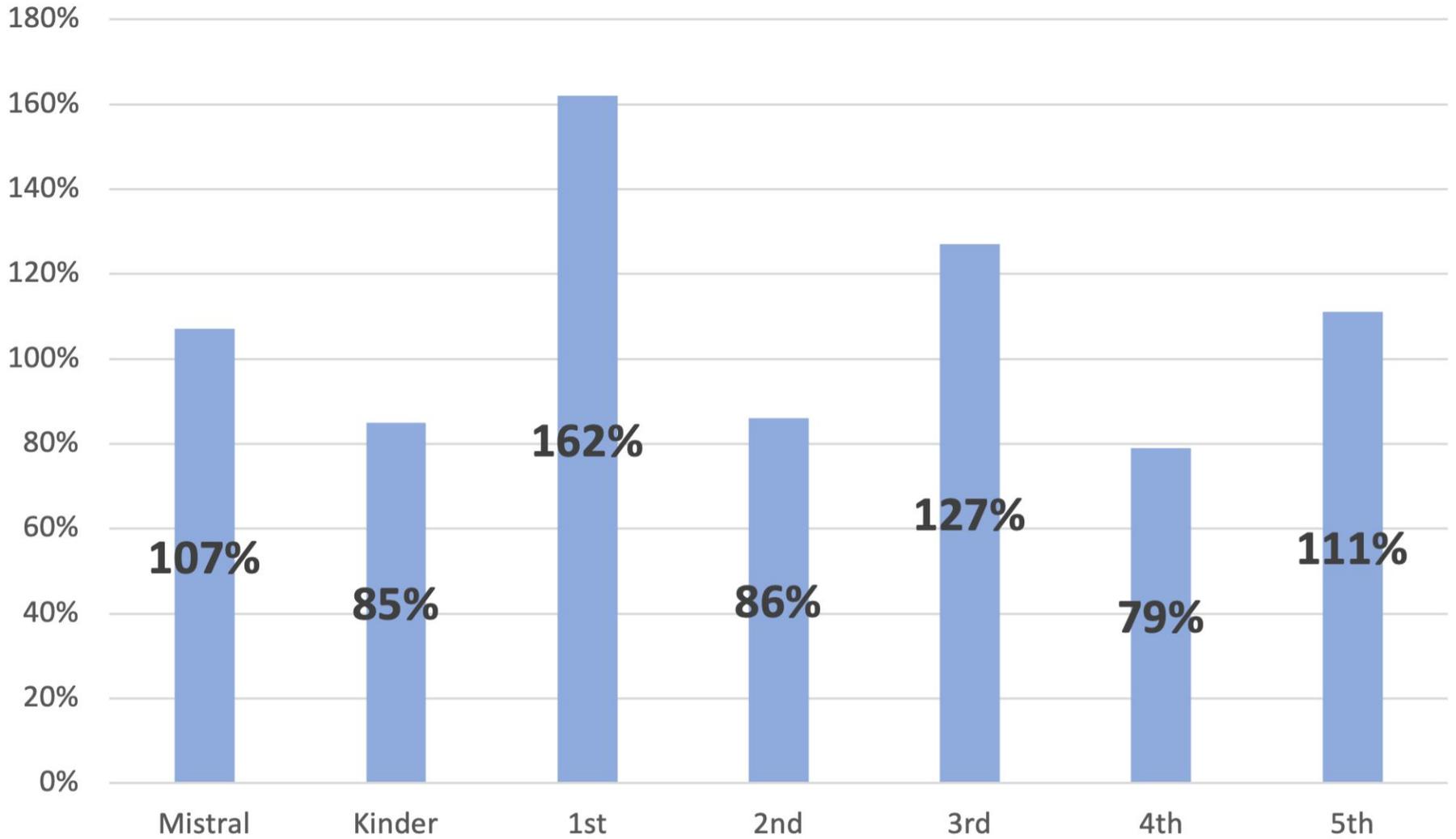
Math Progress to Annual Typical Growth--Imai (Median)



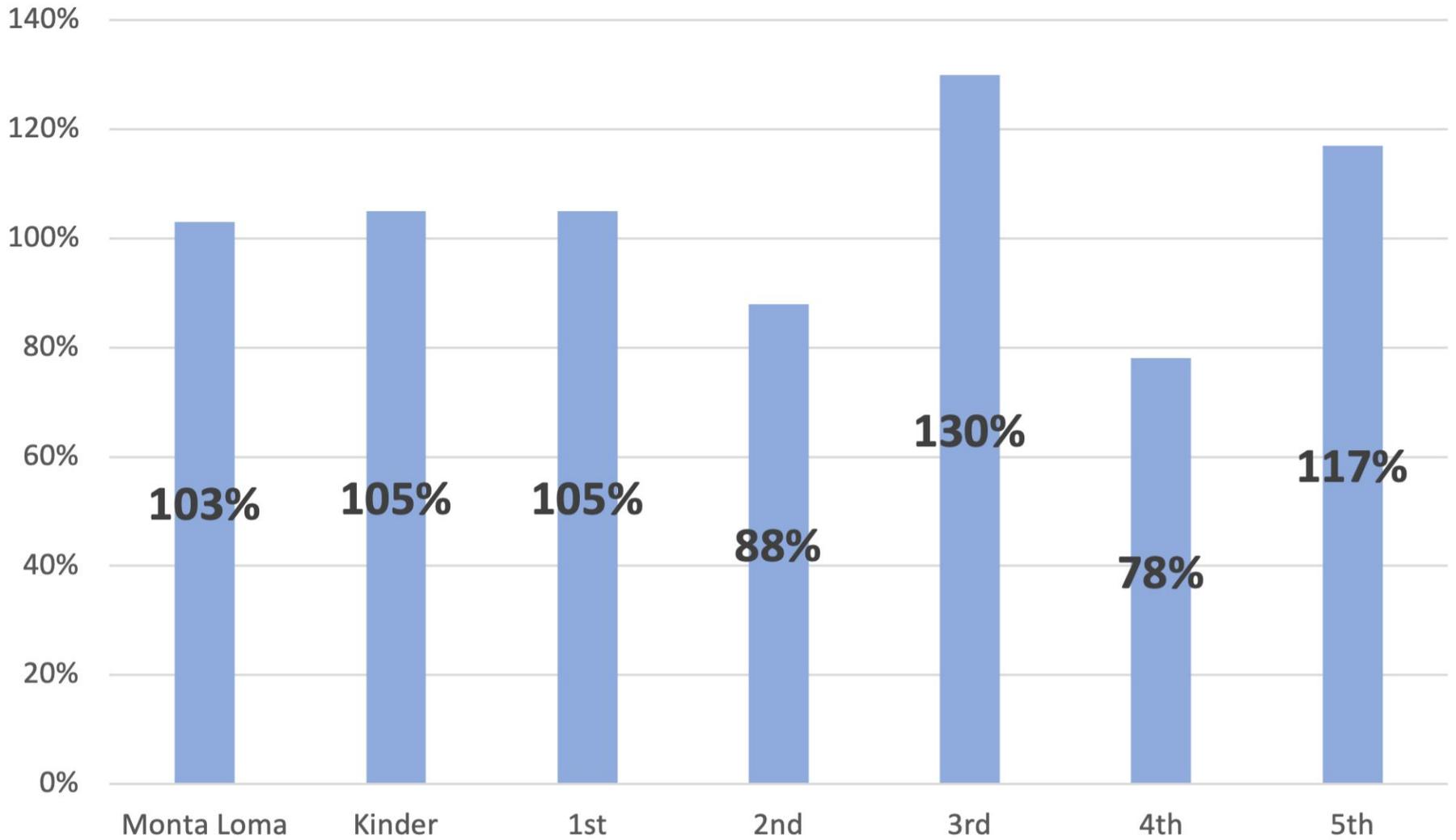
Landels Progress to Annual Typical Growth--Landels (Median)



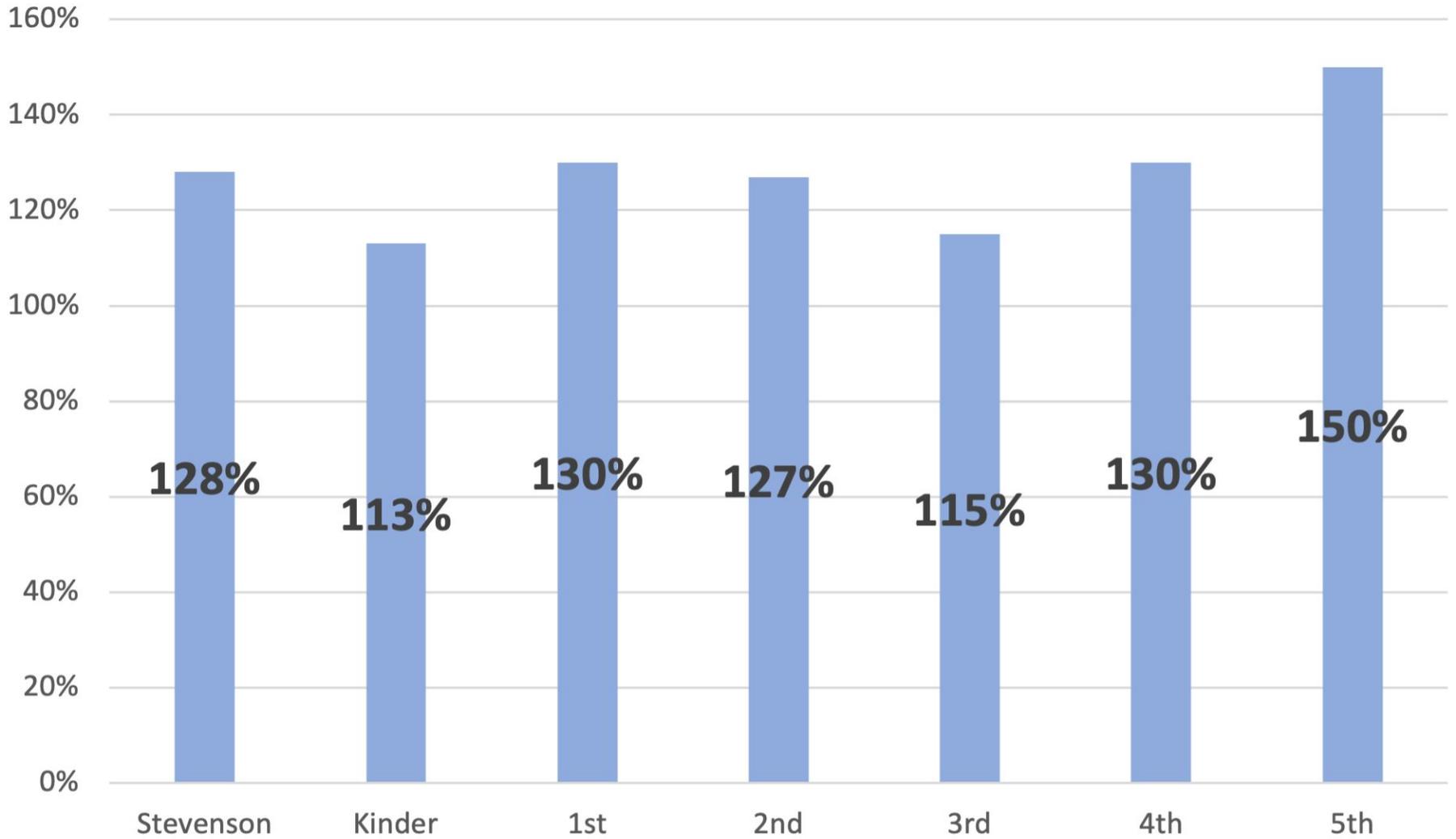
Math Progress to Annual Typical Growth--Mistral (Median)



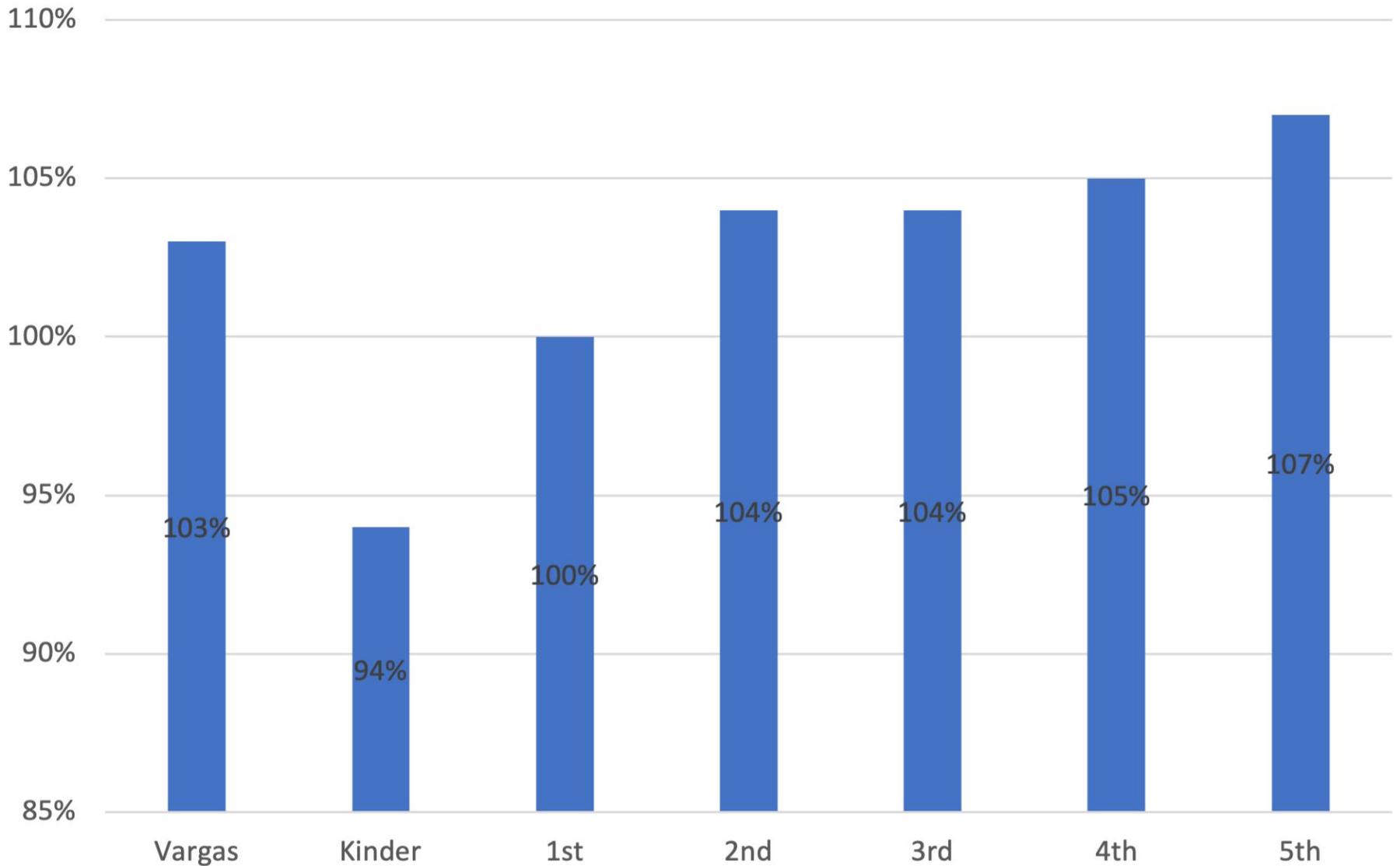
Math Progress to Annual Typical Growth--Monta Loma (Median)



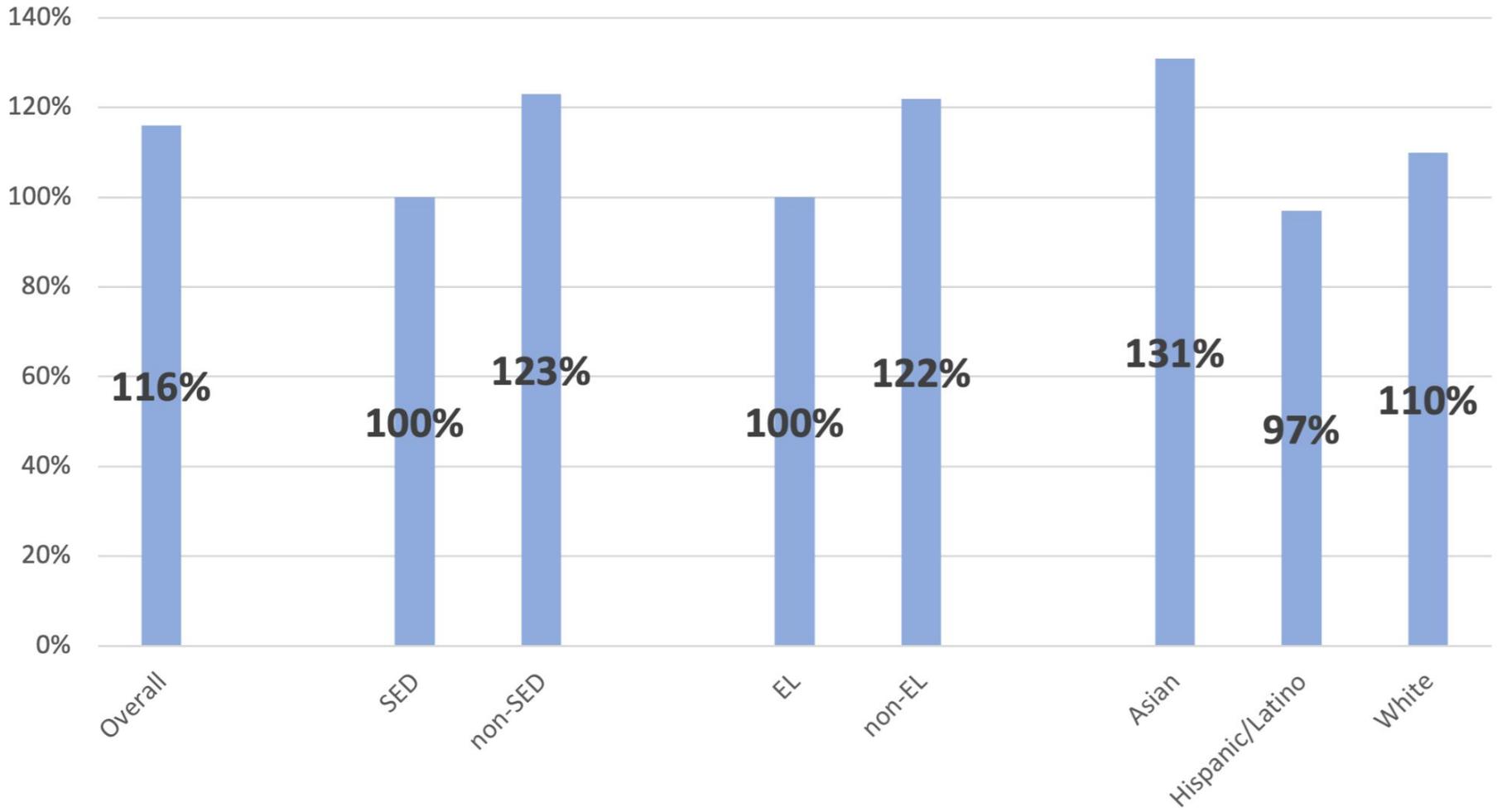
Math Progress to Annual Typical Growth--Stevenson (Median)



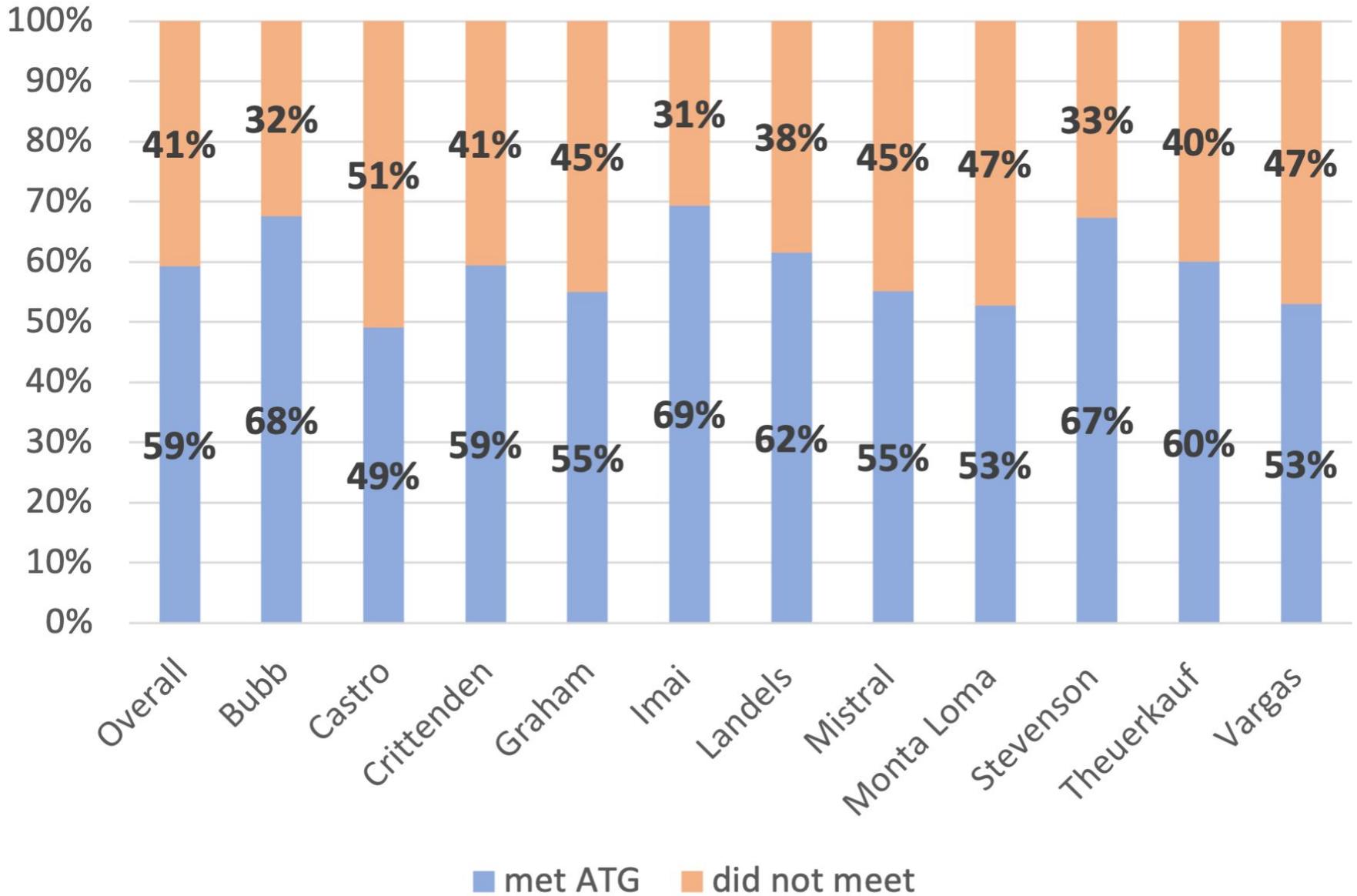
Math Progress to Annual Typical Growth--Vargas (Median)



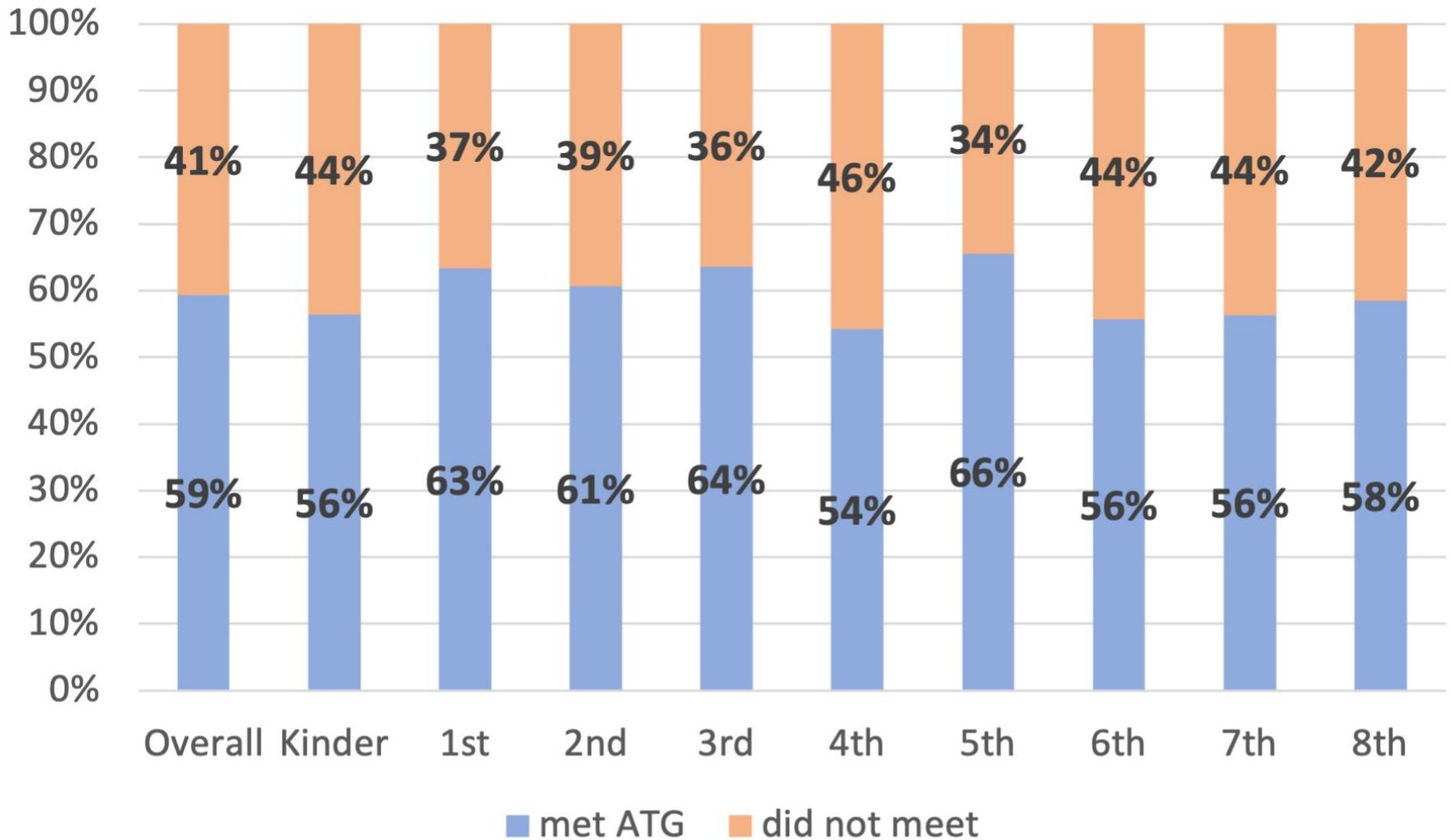
Math Progress to Annual Typical Growth (Median)



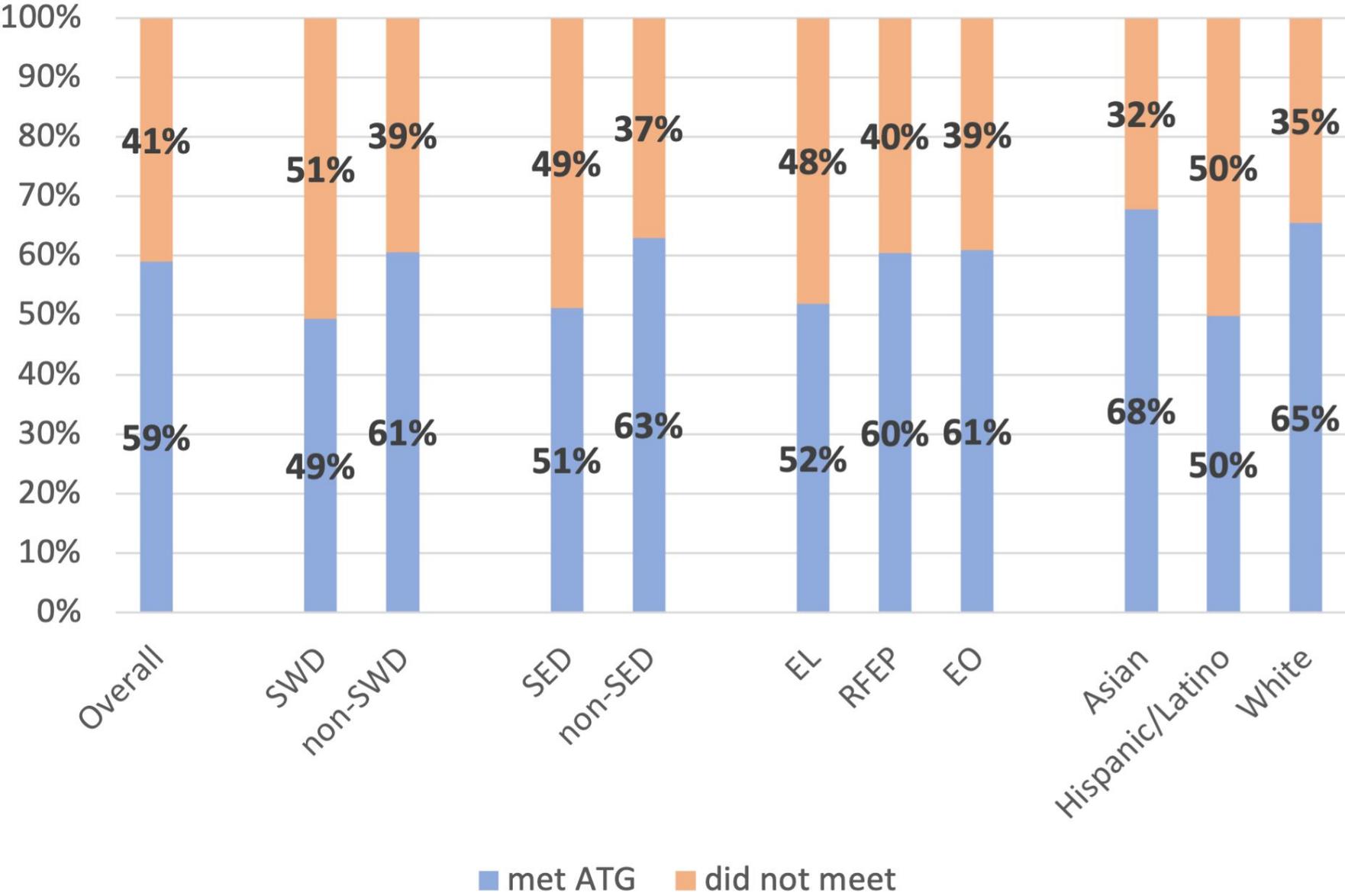
i-Ready Math Annual Typical Growth



i-Ready Math Annual Typical Growth



i-Ready Math Annual Typical Growth





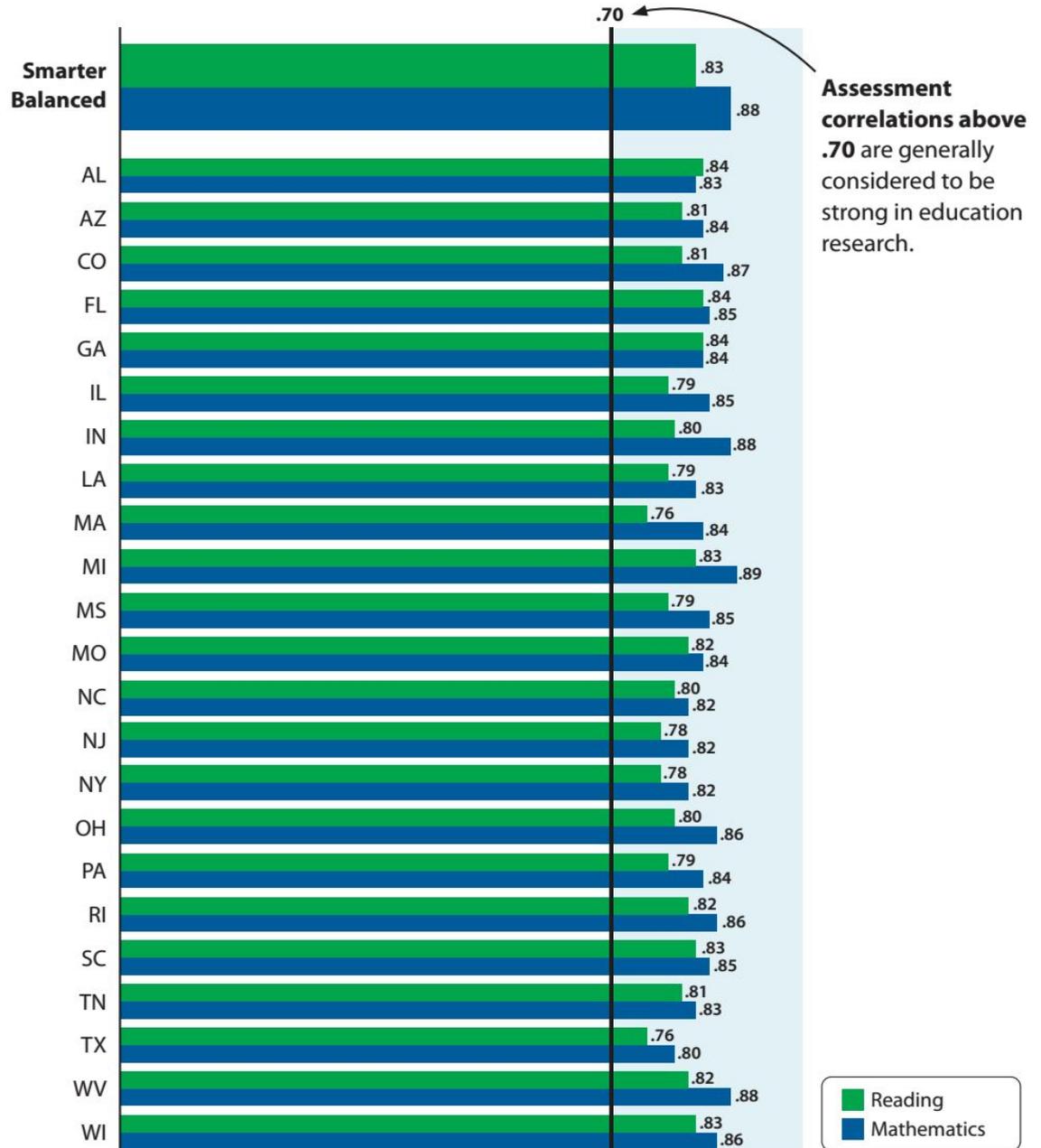
Mountain View
Whisman
School District

Appendix - Understanding i-Ready

What is i-Ready?

- Research-based assessment for students in Grades K-12
- Computer-adaptive assessment in Reading and Mathematics
- Aligned to California State Standards
- Strongly correlated to performance on CAASPP (SBAC)
 - Similar computer-based format

Correlations between *i-Ready Diagnostic* and Consortium and State Summative Assessments

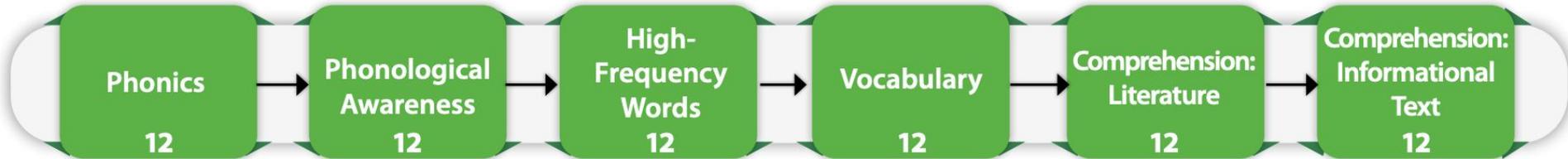


i-Ready is predictive of performance on CAASPP (Smarter Balanced)

Reading Domains

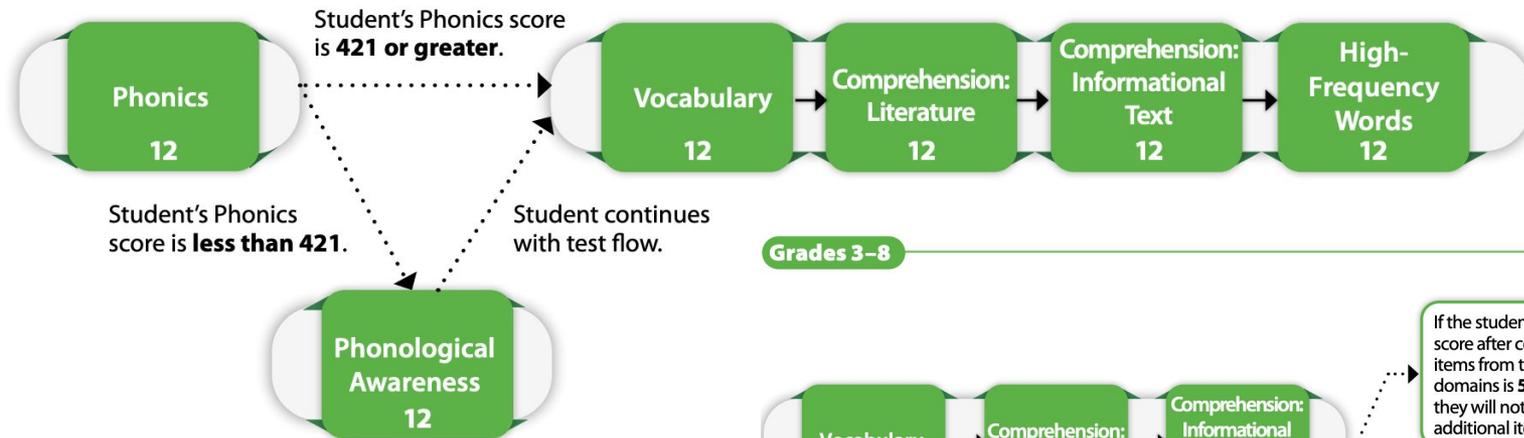
Grades K-1

Students who are in chronological Grades K-1 will receive items in all six Reading domains. The test flow and number of items in each domain is as follows:

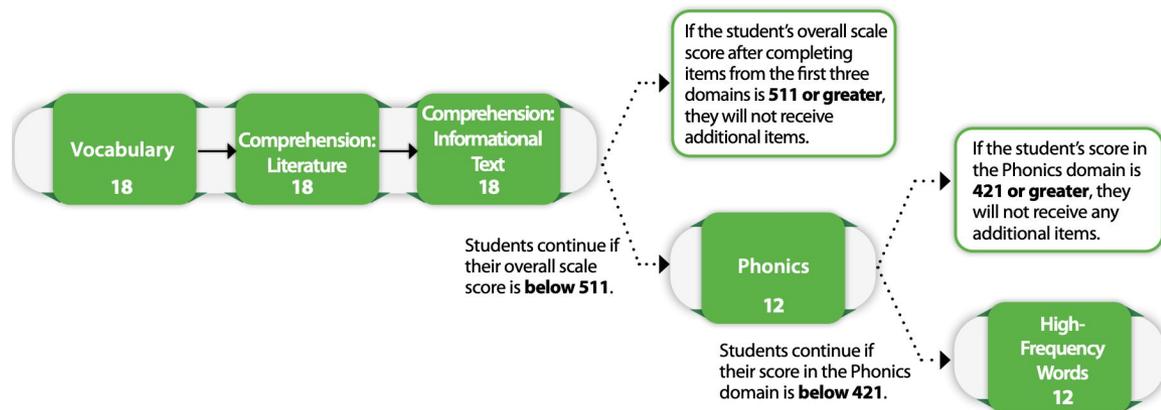


Grade 2

Students who are in chronological Grade 2 are first assessed in the Phonics domain. The student's overall scale score after completing Phonics items determines the rest of their test flow.



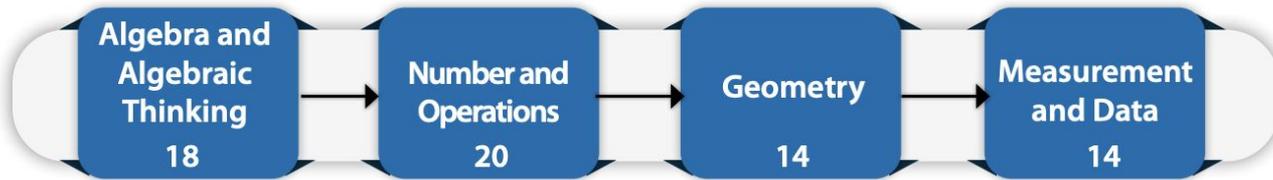
Grades 3-8



Math Domains

Grades K–8

Students who are in chronological Grades K–8 will be assessed in all four Mathematics domains in the following order:



Students in Grades K–8 will see 66 total items across the four Mathematics domains.

Different Ways to View i-Ready Data

| | Proficiency Placements |
|------------------------|---|
| Definition | Student's performance relative to their grade level Criterion-referenced |
| Purpose and Use | To understand at which grade level a student is performing in comparison to their chronological grade level |
| Levels | <ul style="list-style-type: none">● At or Above Grade Level: Students at this level continue to benefit from grade level instruction (Tier 1)● One Grade Level Below: Students at this level will benefit from grade-level instruction with targeted support (Tier 2)● Two or More Grade Levels Below: Students at this level will likely need instruction focused on prerequisite skills to be successful in grade-level instruction (Tier 3) |

Different Ways to View i-Ready Data (cont.)

| | Growth Measures |
|------------------------|---|
| Definition | Differentiated goals based on student's baseline performance each year Reset every year |
| Purpose and Use | To understand how much each student needs to grow to reach proficiency (below grade level baseline), or maintain/improve proficiency (at or above grade level baseline) |
| Levels | <p>Median: The middle value when student growth data is arranged from lowest to highest.</p> <p>Typical Growth: The average annual growth of students at each grade and placement level. Derived using the median. Shows how a student is growing compared to average student growth at the same grade and baseline placement level</p> <p>Stretch Growth: The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels. Shows growth path of similar students who have reached proficiency over several years time.</p> |

Understanding Proficiency Placement Definitions

Example

Fourth grader Michael gets a scale score of 470 on the second Diagnostic for Mathematics. This places him Early On Grade Level in his current grade. If his teacher runs her reports using:

| View | Two Grades Previous | Previous Grade | Current Grade | | |
|-------------------|---------------------|----------------|---------------|-----|------|
| Beginning-of-Year | Yellow | Green | Early | Mid | Late |
| Standard | Red | Yellow | Early | Mid | Late |
| End-of-Year | Red | Yellow | Early | Mid | Late |

- **Beginning-of-Year or Standard View:**

Michael will be considered ready for grade-level instruction and his score will be shaded green (●).

- **End-of-Year View:** Because Michael's score places him Early On Grade Level, it will be shaded yellow (●).

 **Michael**
2nd Diagnostic
Scale Score: 470

- Public reports (Board, SSC, etc.): Use End of Year View to show growth over time
 - Would expect typically progressing student to begin the year in yellow and end in green
- Site- and District-Based Decision Making: Use BOY and Standard View depending on time of year to plan instruction and student groupings

Understanding Growth Measures

Growth measures offer benchmarks for understanding how students are growing

- Typical Growth values were derived using the median, or 50th percentile, of student growth at each grade and placement level
- Stretch Growth is an aspirational, but attainable, goal. Between 25-35% of students nationally meet Stretch Growth measures. Students would need to meet stretch growth over multiple consecutive years to meet grade level proficiency



Mountain View
Whisman
School District

i-Ready Assessment Data in MVWSD

Different Assessments for Different Purposes

| Question | Type | Who | When | Assessment Tool |
|--|---------------------|------------------|---------------------------------|--|
| Who needs assistance? What is the instructional and intervention plan? | Universal Screening | All | once a year | mCLASS DIBELS i-Ready Diagnostic 1 |
| What general areas do students need support in? | Skill Screening | Students at risk | 3 times a year As needed | i-Ready Domain Analysis mCLASS DIBELS Phonics Screeners Curriculum assessments |
| Are the instructional and intervention plans working? | Progress Monitoring | Students at risk | 2-4 times a month | mCLASS DIBELS Curriculum assessments |
| | Benchmark | All | 3 times a year | mCLASS DIBELS i-Ready Diagnostics |
| Did the students learn the grade level curriculum? | Outcome | All | 1x a year | i-Ready Diagnostic 3 CAASPP (SBAC, CAST, CAA) |

MVWSD Current SPSA Goals

| | Proficiency Placements |
|-----------------------|---|
| Current Goals | <ul style="list-style-type: none">● 10% reduction in students not meeting proficiency (overall and by student groups)● i-Ready goal for 70% overall proficiency in LCAP |
| Intent | <ul style="list-style-type: none">● i-Ready proficiency scores are publicly reported to the Board at mid and end of year as a benchmark predictor for CAASPP proficiency goals in grades 3-8● i-Ready as an outcome measure encompasses grades K-8 |
| Considerations | <p>Year to year proficiency goals compare different cohorts of students. Because we have relatively small sample sizes, differences in student population year to year can lead to significant variances in scores. The number of students within student reporting groups (ELs, SWDs, etc.) can also vary dramatically from year to year. Additionally, the EL sample size is continually changing--when students reach reading and language proficiency, they are considered for reclassification and no longer part of the EL reporting group.</p> |

MVWSD Current SPSA Goals (cont.)

| | Growth Measures |
|-----------------------|---|
| Current Goals | 100% of students will meet or exceed their Annual Typical Growth Target |
| Intent | To account for different student baselines and to maintain high expectations for all students |
| Considerations | Because ATG values were derived using the median, or 50th percentile, of student growth at each grade and placement level, it is not realistic for 100% of students to meet their ATG |

How should I use Typical Growth and Stretch Growth to set goals?

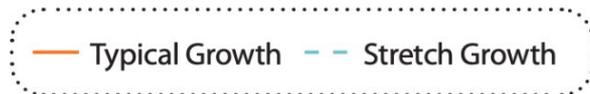
While the specific goals you set for student growth should be based on your school's and district's objectives and informed by your deep understanding of your students, the following guidance can help guide goal setting.

We recommend that by the end of the academic year:

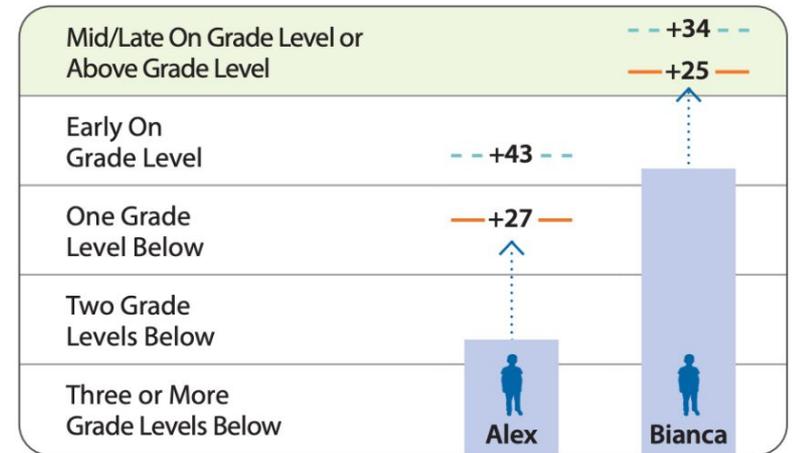
| | Individual Students | Groups of Students |
|-----------------------|---|--|
| Typical Growth | Aim to exceed 100%* of their Typical Growth measure | Aim to exceed 100% median progress toward Typical Growth |
| Stretch Growth | Aim to meet their Stretch Growth measure. Nationally, between 25%–35%* of students achieve these aspirational measures. | Aim for as many students as possible reaching Stretch Growth. <i>Note: Because Stretch Growth measures differ significantly from student to student, we do not recommend setting uniform Stretch Growth goals for aggregate groups of students.</i> |

Growth Model Example

Two Grade 3 Students. Alex placed Two Grade Levels Below on his baseline Diagnostic. Bianca placed Early On Grade Level on her baseline Diagnostic.



*i-Ready growth measures assume 30 weeks of instruction between a student's first and last Diagnostic. Progress to growth measures may vary if actual weeks of instruction differ.



** Median progress toward Typical Growth means the percentage toward meeting TG for the median(middle) student in the district/school/class/grade level/demographic group/etc.

Sample i-Ready Goal Frames

| | Frame | Example |
|---|---|--|
| Placement Levels | <p>% of students [grade/grade band] placing at Mid or Above grade level will increase by %</p> <p>% of students [grade/grade band] placing at 3+ below grade levels will decrease by %</p> | <p>On the spring 2025 iReady assessment, the percent of students in 3rd grade placing at 3+ Grade Levels Below will decrease by 12% (24 students).</p> |
| Growth Target: % of Students | <p>% of students [grade/grade band] [Fall 24 baseline placement] will meet typical growth targets.</p> <p>% of students [grade/grade band] [Fall 24 baseline placement] will meet stretch growth targets.</p> | <p>On the spring 2025 iReady assessment, 60% of 5th graders with a fall 2024 baseline placement of 3+ Grade Levels Below will meet typical growth targets.</p> |
| Growth Target: Median % Progress | <p>median % progress to typical growth for students [grade/grade band] [Fall 24 baseline placement] will be %.</p> <p>median % progress to stretch growth for students [grade/grade band] [Fall 24 baseline placement] will be %.</p> | <p>On the spring 2025 iReady assessment, the median % progress to typical growth for students in the 6th grade with a fall baseline placement of 1 Grade Level Below will be 100%.</p> |

References

- [Deep Dive: i-Ready Diagnostic](#)
- [i-Reading Diagnostic Deep Dive: How It Works](#)
- [FAQ: Where can I find criterion- and normative-referenced data in my i-Ready reports, and how can I use it?](#)
- [i-Ready Diagnostic Grades K-12 Placement Tables](#)
- [Deep Dive: Using i-Ready as a Student Growth Measure](#)
- [FAQ: Using Growth & Proficiency Data](#)
- [FAQ: How are a student's growth measures set?](#)

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Health and Wellness Triennial Report

Estimated Time:

Person Responsible: Karin Jinbo, Director, Health and Wellness

Background:

The Health and Wellness Committee, as required by BP 5030 and the Federal Final Rule, conducted a triennial policy review. Staff respectfully submits the triennial review report, in lieu of an annual report, as well as the recommended policy edits for board approval.

Fiscal Implication:

None.

Recommended Action:

The Health and Wellness Committee recommends Board approval of updated Board Policy 5030.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Health and Wellness Triennial Report Slides | Backup Material | 6/5/2025 |
| Health and Wellness Triennial Report | Backup Material | 6/5/2025 |
| Redlined Board Policy 5030 Student Wellness | Backup Material | 6/5/2025 |



Mountain View
Whisman
School District

Health & Wellness Triennial Review

June 12, 2025





Mountain View
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School District

Alignment

Strategic Plan 2027

- **Goal 2: Student Social Emotional Health**
 - **Objective 2a**
 - Equitably and effectively support positive student behavior
 - **Strategic Initiative 2a.1**
 - Develop and implement a “whole school, whole community, whole child” model



Mountain View
Whisman
School District

Assessment Overview

Triennial Wellness Policy Assessment

- The USDA requires school districts to evaluate their Local School Wellness Policy (LSWP) once every three years.
- The Health and Wellness Committee includes H&W administrators, teachers parents, a community member, and a board member.
- As part of the triennial review the Health and Wellness Committee:
 - Examined LSWP annual goals
 - District practices
 - Local data
 - State and national model policy



Mountain View
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School District

Assessment

Data Review

In compliance with USDA requirements, the committee reviewed the following data in its Triennial Assessment and in developing the Triennial Assessment report:

- Two-year comparison of attendance data
- Results from the School Health Index (SHI) survey completed by each school site.
- Model policy comparison
- Policy compliance and goal progress

Results of Data Review

- Overall student attendance has slightly improved over the past two years.
- LSWP Annual goals over the past three years have been met and adjusted every year.
- SHI responses show strong performance in Social Emotional Climate and Physical Activity, with widespread engagement in positive climate initiatives like #BetterTogether. Schools also promote stress management for staff and volunteers.
- The model LSWP comparison highlights strengths in establishing robust nutrition standards and opportunities to further strengthen language around student voice and physical activity.

Committee Recommendations: Board Policy Update

- The Committee recommends an updated Board Policy 5030 that:
 - Adds language that emphasizes the importance of equitable access to health and wellness efforts
 - Strengthens the expectations that schools refer to the Smart Snacks checklist
 - Encourages schools to plan fundraisers that incorporate physical activity
 - Promotes student inclusion in stakeholder engagement.

Committee Recommendation:

25-26 Annual Goals

| Goal Area | Goal |
|---|--|
| Nutrition Education | MVWSD will incorporate student voice to help shape nutrition education activities. |
| Nutrition Promotion | MVWSD will promote awareness, for students and families, of community food resources and cultural community events. |
| Physical Activity | MVWSD will promote Safe Routes to School and alternatives modes of transportation in service increased physical activity. |
| Other Wellness Area (Staff Wellness) | MVWSD will promote strategies and activities that lead to building meaningful relationships, gratitude practices, or provide alternative spaces on campus for improved staff wellness. |



Mountain View
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School District

Next Steps

Next Steps

- Staff seeks board approval of updated BP5030
- Health and Wellness Committee to meet 4 times in the 2025-26 school year
- Health and Wellness will provide two (2) updates and one (1) annual report in the 2025-26 school year



Mountain View
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School District

Appendix

Appendix - Model Policy Comparison

| Component | Description |
|---|--|
| Tool used for Model LSWP Comparison: | California School Board Association (CSBA) Model BP 5030 Alliance for a Healthier Generation Model Wellness Policy |
| Areas of Strength: | 1. Ensures nutrition standards for food sales outside the food services program meet or exceed state and federal nutrition standards. |
| | 2. Focuses on healthy eating, physical activity, social emotional learning and mental well-being. |
| | 3. Extends recommendations for healthy food items to the selection of snacks for class parties and celebrations |
| Opportunities for Improvement | 1. Strengthen language around including student voice as part of stakeholder input |
| | 2. Add specific language that requires schools to consider the Smart Snacks checklist for food and beverages sold to students outside of school meal programs. |
| | 3. Encourage schools to use fundraisers that encourage physical activity in addition to healthy food items. |
| As a result of the comparison, was new language recommended in the LSWP? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, briefly describe what was recommended: | Language was recommended to emphasize the importance of equitable access to health and wellness efforts (p1), strengthen the expectation that schools refer to the Smart Snacks checklist (p3), to encourage schools to use fundraisers that promote physical activity (p3), and promote student inclusion in stakeholder engagement (p4). |
| Describe next steps for strengthening your LSWP. | Review changes with Health & Wellness Committee, present updates to Board of Trustees for adoption, develop annual LSWP goals based on updated policy. |

Appendix - Compliance and Goal Progress

| Policy Area Annual Goal | Not Met (Number of Schools) | Partial Compliance (Number of Schools) | Full Compliance (Number of Schools) |
|--|-----------------------------|--|-------------------------------------|
| Nutrition Education Goal(s) MVWSD will utilize outcomes from resource exploration to inform district-wide resource mapping in support of nutrition education | 0/11 | 0/11 | 11/11 |
| Nutrition Promotion Goal(s) MVWSD will implement strategies that maximize participation in school meal programs. | 0/11 | 0/11 | 11/11 |
| Physical Activity Goal(s) MVWSD will use outdoor spaces to give students opportunities for physical activity during the school day. | 0/11 | 0/11 | 11/11 |
| Other Student Wellness Goal(s) MVWSD will include stakeholder feedback in the expansion of student support services and programs, including SEL. | 0/11 | 0/11 | 11/11 |

Appendix - Compliance and Goal Progress, cont.

| Goal As defined by your LSWP | Was the Goal Met? | What Was Achieved? Describe how you achieved this goal |
|---|--------------------------|---|
| Nutrition Education Goal(s) | Yes | The Nutrition Education resource page on the MVWSD Intranet was reviewed and updated |
| Nutrition Promotion Goal(s) | Yes | Schools reported in our SHI survey using strategies that maximize opportunities for students to participate in the food services program. |
| Physical Activity Goal(s) | Yes | MVWSD schools use Living Science gardens, outdoor learning spaces, and similar strategies to give students opportunities for physical activity during the school day. |
| Other student wellness Goal(s) | Yes | As part of the SEL Curriculum adoption process, stakeholder input was requested and completed 3 times during the school year: September, March, and April. The SEL curriculum adoption committee held multiple meetings that included teachers, administrators, parents, and community members. |

Health and Wellness Department 2025 Local School Wellness Policy Triennial Review

Introduction

According to the USDA Final Rule, Local Educational Agencies (LEAs) must conduct a comprehensive assessment of the Local School Wellness Policy (LSWP) a minimum of once every three years. The Triennial Assessment requires LEAs to assess compliance with their LSWP and to make this assessment available to the public. The Triennial Assessment is comprised of four components:

1. Comparison to a model LSWP
2. Extent of compliance for all schools with the District LSWP
3. Progress made in attaining the goals of the wellness policy
4. Triennial Assessment report to the public

The Health and Wellness Committee examined the Mountain View Whisman School District (MVWSD) Local School Wellness Policy (LSWP), also known as Board Policy (BP) 5030. As part of the triennial review, the committee examined LSWP annual goals, district practices, local data, and state and national model policy. Committee members included Health and Wellness Department administrators, parents, a community member, and a board member.

MVWSD policies and practices are consistent with state and federal requirements. Results of the 2025 triennial review are consistent with previous reviews and are summarized below.

Data Review

The committee reviewed a two-year comparison of attendance data that demonstrated overall attendance has slightly improved. The committee also reviewed the LSWP annual goals, which have all been met this year. A three-year review of annual goals shows that goals have been met and adjusted every year.

Each school site completed the School Health Index (SHI) to examine School Health Environment, Nutrition Environment, Physical Activity, Social Emotional Climate, and Staff Wellness on campus. SHI responses demonstrate that our schools perform well in the areas of Social Emotional Climate and Physical Activity. As well, responses indicate that our schools overwhelmingly engage in positive school climate activities, campaigns, or projects. An example of this is #BetterTogether activities. Responses also indicate that our schools promote stress management for all employees and volunteers on campus, and our schools are at varying levels of overall staff wellness.

**Health and Wellness Department
2025 Local School Wellness Policy Triennial Review**

Model Policy Comparison

Throughout two Health and Wellness Committee meetings and email communications, the committee examined the California School Boards Association (CSBA) model policy for BP 5030 and the Alliance for a Healthier Generation Model Wellness Policy. The committee discussed district alignment with and recommended changes for BP 5030. The table below summarizes the results of this examination.

| Component | Description |
|---|--|
| Tool used for Model LSWP Comparison: | California School Board Association (CSBA) Model BP 5030 Alliance for a Healthier Generation Model Wellness Policy |
| Areas of Strength: | 1. Ensures nutrition standards for food sales outside the food services program meet or exceed state and federal nutrition standards. |
| | 2. Focuses on healthy eating, physical activity, social emotional learning and mental well-being. |
| | 3. Extends recommendations for healthy food items to the selection of snacks for class parties and celebrations |
| Opportunities for Improvement | 1. Strengthen language around including student voice as part of stakeholder input |
| | 2. Add specific language that requires schools to consider the Smart Snacks checklist for food and beverages sold to students outside of school meal programs. |
| | 3. Encourage schools to use fundraisers that encourage physical activity in addition to healthy food items. |
| As a result of the comparison, was new language recommended in the LSWP? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, briefly describe what was recommended: | Language was recommended to emphasize the importance of equitable access to health and wellness efforts (p1), strengthen the expectation that schools refer to the Smart Snacks checklist (p3), to encourage schools to use fundraisers that promote physical activity (p3), and promote student inclusion in stakeholder engagement (p4). |

**Health and Wellness Department
2025 Local School Wellness Policy Triennial Review**

| Component | Description |
|---|--|
| Describe next steps for strengthening your LSWP. | Review changes with Health & Wellness Committee, present updates to Board of Trustees for adoption, develop annual LSWP goals based on updated policy. |

Compliance and Goal Progress

Data review demonstrates that all MVWSD schools comply with local school wellness policy BP5030. Examination of annual goals yielded the following:

| Policy Area Annual Goal | Not Met (Number of Schools) | Partial Compliance (Number of Schools) | Full Compliance (Number of Schools) |
|--|-----------------------------------|---|--|
| Nutrition Education Goal(s) MVWSD will utilize outcomes from resource exploration to inform district-wide resource mapping in support of nutrition education | 0/11 | 0/11 | 11/11 |
| Nutrition Promotion Goal(s) MVWSD will implement strategies that maximize participation in school meal programs. | 0/11 | 0/11 | 11/11 |
| Physical Activity Goal(s) MVWSD will use outdoor spaces to give students opportunities for physical activity during the school day. | 0/11 | 0/11 | 11/11 |
| Other Student Wellness Goal(s) MVWSD will include stakeholder feedback in the expansion of student support services and programs, including SEL. | 0/11 | 0/11 | 11/11 |

**Health and Wellness Department
2025 Local School Wellness Policy Triennial Review**

| Goal As defined by your LSWP | Was the Goal Met? | What Was Achieved? Describe how you achieved this goal |
|---|------------------------------|---|
| Nutrition Education | Yes | The Nutrition Education resource page on the MVWSD Intranet was reviewed and updated |
| Nutrition Promotion | Yes | Schools reported in our SHI survey using strategies that maximize opportunities for students to participate in the food services program. |
| Physical Activity | Yes | MVWSD schools use Living Science gardens, outdoor learning spaces, and similar strategies to give students opportunities for physical activity during the school day. |
| Other Wellness | Yes | As part of the SEL Curriculum adoption process, stakeholder input was requested and completed 3 times during the school year: September, March, and April. The SEL curriculum adoption committee held multiple meetings that included teachers, administrators, parents, and community members. |

**Health and Wellness Department
2025 Local School Wellness Policy Triennial Review**

2025-2026 Local School Wellness Policy Goals

| Goal Area | Goal |
|--|--|
| Nutrition Education | MVWSD will incorporate student voice to help shape nutrition education activities. |
| Nutrition Promotion | MVWSD will promote awareness, for students and families, of community food resources and cultural community events. |
| Physical Activity | MVWSD will promote Safe Routes to School and alternatives modes of transportation in service increased physical activity. |
| Other Wellness (Staff Wellness) | MVWSD will promote strategies and activities that lead to building meaningful relationships, gratitude practices, or provide alternative spaces on campus for improved staff wellness. |

Triennial Report to the Public

The Health and Wellness Director will bring this report and committee recommendations for changes to the local school wellness policy BP 5030 to a regular meeting of the Board of Trustees before June 30, 2025.

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.

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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 1-6 51210.4 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 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Workplace Violence Prevention Plan Update

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

Staff is bringing the Workplace Violence Prevention Plan for approval. Each year, the district must have an approved plan.

Fiscal Implication:

Recommended Action:

Staff recommend that the Board of Trustees approve the Workplace Violence Prevention Plan as presented with revisions.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| MVWSD Workplace Violence Prevention Plan_May 2025 | Backup Material | 6/5/2025 |
| Workplace Violence Prevention Plan Slides | Backup Material | 6/5/2025 |



**WORKPLACE VIOLENCE PREVENTION PLAN for
Mountain View Whisman School District**

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Safety Committee Review: May 2025

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1. Workplace Violence Prevention Plan

The Mountain View Whisman School District (MVWSD) is committed to maintaining a safe workplace for all employees, students, and visitors.

Prohibited actions include, but are not limited to, the following types of behaviors:

- Purposefully striking, hitting, or assaulting another person with the intent to harm
- Direct or implied threat to do harm to a person or a property
- Threatening or intimidating communications or gestures
- Expression of a plan to hurt self/others
- Possession of a dangerous, deadly weapon (including imitation weapons) at the workplace unless an employee has been authorized in advance
- Inappropriate behavior, statements, or actions that could reasonably be perceived as aggressive, threatening, or violent

2. Definitions

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.

An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, or visitors with the intent to harm.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

3. Scope

This WVPP applies to all employees, temporary employees, contractors, partners, or other individuals engaged in activities with or on behalf of Mountain View Whisman School District.

4. Compliance

Employees who violate the elements of WVPP may be subject to disciplinary action, up to and including termination of employment. Appropriate corrective action will also be taken if a non-employee violates this policy or otherwise engages in unacceptable behavior.

Training will be provided to all employees in the provisions of Mountain View Whisman's School District Workplace Violence Prevention Plan (WVPP).

Effective procedures will ensure that supervisory and nonsupervisory employees comply with the WVPP.

Retraining will be provided to employees if needed.

5. Communication

Mountain View Whisman School District recognizes that in order to maintain a safe, secure workplace, we must communicate with employees regarding workplace safety and security issues. Our communication system is designed to encourage a flow of information between management and our employees without fear of reprisal and in a form that is easily understandable.

We will communicate information regarding workplace safety and security through:

- Beginning of the year Workplace violence prevention training
- Newsletters, intranet, and e-mail
- Posters/Flyers
- Meetings with staff

6. Reporting Concerns of Workplace Violence

Employees should report any behavior perceived as intimidating, threatening, or violent (even when no actual threat or violent act occurs) that is job-related, takes place on MVWSD property, connected to MVWSD employment, or has the potential to be

brought into or on MVWSD property; regardless of the relationship between the individual who initiated it and the person(s) threatened.

- For any emergency or life-threatening situation, CALL 911
- Report all threats or acts of workplace violence to your supervisor. If that is not possible, you may report incidents to another supervisor within the District.
- Reports may also be made to CSEA and MVEA Union Presidents. The union presidents will then share the concerns with the Chief Human Relations Officer.
- For every workplace violent incident, the Site supervisor shall complete a Workplace Violent Incident Log and provide it to the Chief Human Relations Officer.
- Any person wishing to remain anonymous may use our confidential reporting service to share their concerns. [Workplace Hazard Reporting Form](#)

MVWSD will not retaliate against anyone for reporting a concern in good faith, assisting in making a report, or cooperating in a related investigation. Furthermore, supervisors should be alert for signs of retaliation and report them immediately to the Chief Human Relations Officer, if observed.

7. Post-Incident Response and Investigation

All threats or acts of violence that Mountain View Whisman School District is made aware of will be investigated in order to protect employees from potential harm. Procedures for investigating incidents of workplace violence will include, but are not limited to:

- Visiting the scene of an incident
- Interviewing injured, threatened, or involved parties and witnesses
- Examining the workplace for security risk factors associated with the incident.
- Determining the cause of the incident
- Reviewing security footage if applicable.
- Detailing a description of the event
- Identifying immediate consequences of the incident, including, but not limited to:
 - whether or not law enforcement was contacted and their response;
 - actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
- Taking mitigating action to prevent the incident from recurring.
- Recording the findings and mitigating actions taken
- Supporting and providing resources, such as counseling services, to affected employees. (These resources could include referrals to counseling services, information about employee assistance programs, workers compensation, and more.)

Mountain View Whisman School District will inform the reporting individual, if known, of the results of the investigation, while maintaining the confidentiality of the reporting employee and the investigation. MVWSD may need to disclose results in appropriate circumstances in order to protect individual safety.

8. Identifying Workplace Violence Hazards

Mountain View Whisman School District will review all submitted/reported concerns of potential hazards. MVWSD will also perform periodic assessments to identify and evaluate workplace violence hazards and threats of workplace violence. Assessments will be performed on the following schedule:

- when the WVPP is first established;
- after a workplace violence incident;
- whenever MVWSD is made aware of a new or previously unrecognized hazard.

Periodic assessments will include:

- The placement and functionality of cameras
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go in an emergency.
- Adequacy of workplace security systems, such as door locks, badge readers, physical barriers.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance (alarms, radios, panic buttons).
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute. (Active use of sign in systems)

9. Correcting Workplace Violence Hazards

Mountain View Whisman School District will:

- Immediately address workplace violence hazards that expose employees to imminent danger of death or serious injury.
- Address serious workplace violence hazards that have a possibility of causing death or serious injury to an employee within seven [7] days.
- Address all other hazards within in a timely manner.

When a corrective measure cannot be completed within this timeframe, the Mountain View Whisman School District will take interim measures to abate the serious nature of the hazard while implementing the permanent control measures.

Corrective measures for workplace violence hazards will be specific to a given area.

All corrective actions will be documented on the appropriate forms.

10. Workplace Violence Emergencies

In the event of an actual or potential workplace violence emergency, MVWSD will alert employees of the presence, location, and nature of the workplace violence through the following methods:

- Radio alert, alarm activation, text message, and/or email,
- MVWSD will use evacuation or sheltering plans per our existing emergency plans.
- School site uses standardized emergency language

Employees can obtain help from staff assigned to respond to workplace violence emergencies, such as supervisors, law enforcement personnel, or 911.

For full emergency response, consult the Mountain View Whisman School District Comprehensive School Safety Plan on pg 57 (Active Shooter), pg 70 (Intruder), pg 80 (Threats), Pg. 81 (Weapon) [at this link](#)

11. Incident Response and Recovery

Mountain View Whisman School District has developed procedures to guide the response to incidents of workplace violence. These include the following:

- Secure the location to safeguard individuals, evidence, and reduce distractions during the post-incident response.
- Assure that injured employees receive prompt and appropriate medical care.
- Report the incident to the appropriate authorities as required by applicable laws, policies, and regulations.
- Assure that an incident report is completed immediately after an incident occurs, noting details that could otherwise be forgotten over time.
- Address the need for appropriate treatment for employees who were victims of workplace violence. This includes physical or psychological injuries.
- Determine if corrective measures developed under this plan were effectively implemented
- Solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented
- Record the incident on the Workplace Violent Incident Log.

For full emergency response, consult the Mountain View Whisman School District Comprehensive School Safety Plan on pg 57 (Active Shooter), pg 70 (Intruder), pg 80 (Threats), Pg. 81 (Weapon) [at this link](#)

12. Workplace Violence Prevention Training

Training will be provided to all employees on an annual basis.

The following topics will be included at a minimum:

- Definition of workplace violence.
- Risk factors that can cause or contribute to threats and violence.
- The employer's WVPP, how to obtain a copy of the employer's plan
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Strategies to avoid/prevent workplace violence and physical harm, such as how to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
- Recognition of warning signs of problematic behavior.
- Policies and procedures for reporting and recordkeeping.

- A response plan for violent situations, including availability of assistance, response to alarm systems, and communication procedures.

13. Employee Involvement

Management will have regular meetings with MVEA and CSEA representatives. These meetings may include the identification of workplace violence related concerns/hazards, evaluating those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.

14. Employee Access to the WVPP

The Mountain View Whisman School District's WVPP plan is in writing and available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times on the MVWSD intranet under "Emergency Preparedness" [at this link](#).

The Mountain View Whisman School District will provide unobstructed access through a server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

15. Recordkeeping

The following records shall be maintained according to the following retention schedule:

- Hazard Identification, Evaluation, and Correction for five (5) years
- Violent Incident Logs for five (5) years
- Incident Investigations for five (5) years
- Training records - which should include dates that training was conducted, type of training given, employees trained, etc. for one (1) year

Employee Access to Records

- The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:
 - Records of workplace violence hazard identification, evaluation, and correction.
 - Training records.
 - Violent incident logs.

16. Other Considerations

It is our objective to maintain a safe and secure workplace. Employees and managers should note:

- Nothing in this WVPP discourages or precludes an employee or supervisor from taking emergency action, e.g., calling 911 for police, fire, or emergency medical response, if necessary to ensure the safety of employees, students, or visitors.
- Exceptions to this policy should be made, if necessary, to mitigate a threat from being carried out, or a violent act from occurring.
- MVWSD respects employees' right to privacy and will maintain confidentiality to the extent allowed by law, unless doing so would result in physical harm to any person and/or impact the overall safety of the workplace.

17. Employer Reporting Responsibilities

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, Mountain View Whisman School District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

18. WVPP Review Cycle

The WVPP shall be reviewed annually by the MVWSD Safety Committee. When revisions or enhancements are not required, the review must be noted in the Change Log of the WVPP to indicate a review has been conducted and by whom.

19. Prevention Plan Site Coordinator

The MVWSD Safety Committee:

- Is the designated WVPP Site Coordinator(s). It has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports.
- Will be able to answer employee questions concerning this plan.
- Shall solicit feedback and input from employees when developing and implementing the WVPP.

20. Workplace Violence Prevention Plan Program Administrator

The Chief Human Relations Officer is the designated district-wide WVPP Program Administrator and has the authority and ultimate responsibility for developing, implementing, and maintaining this plan and overseeing any investigations of workplace violence reports.

The Chief Human Relations Officer will also be able to answer employee questions concerning this plan.

Appendix

[Workplace Violence Incident Log](#)

[Workplace Hazard Reporting Form](#)

[WVPP Change Log](#)

[Workplace Violence Hazard Assessment](#)

[Mountain View Whisman School District Comprehensive School Safety Plan](#)



Mountain View
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School District

Workplace Violence Prevention Plan

June 2025



MVWSD Mission and Vision

Mission: We inspire, prepare and empower every student

Vision: Every student, family, staff and community member is engaged and committed to learning in a collaborative, diverse and innovative partnership.

Strategic Plan Goal 4: Effective and engaged employees



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Workplace Violence Prevention Plan (WVPP)

What is the WVPP?

Labor Code section 6401.9 requires that employers establish, implement, and maintain an effective written Workplace Violence Prevention Plan that includes but is not limited to the following:

- Accepting and responding to reports of workplace violence and prohibit employee retaliation
- Communicating with employees regarding workplace violence matters
- Responding to actual and potential emergencies
- Developing and providing training
- Identifying, evaluating, and correcting workplace violence hazards
- Performing post incident response and investigations

What is the WVPP?

The plan identifies 4 types of workplace violence

- **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
- **Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, or visitors with the intent to harm.
- **Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.
- **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.



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Highlights of the WVPP

Plan Highlights

The WVPP identifies

- the four types workplace violence
- the training that will be provided to all employees
- how staff can report workplace hazards or threats
- how threats will be investigated
- how we will communicate with employees about matters
- periodic assessments to identify and evaluate workplace violence hazards and threats of workplace violence

The plan shall be implemented in connection with our comprehensive safety plan and policies.

Plan Highlights - Review

The WVPP is reviewed annually by the MVWSD Safety Committee.

- Any changes made are identified on the WVPP Change Log.
- When revisions or enhancements are not required, the review will be noted in the Change Log to indicate a review has been conducted and by whom.

Plan Highlights - Review

- During the 2024-2025 school year, there were no entries submitted to the Workplace Hazard Reporting Form or the Workplace Violence Incident Log

Plan Highlights - Changes

The MVWSD Safety Committee conducted an annual review of the WVPP plan and made the following changes:

- changed: "Workplace Violence Reporting Form" to Workplace Hazard Reporting Form
- discussed additional ways to provide access to the plan and accompanying forms
 - The plan and forms will be available on the intranet under Emergency Preparedness Page
 - It will also be available under the Human Resources page
 - A flyer with a QR Code to access the plan and forms will be posted in site workrooms



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Next Steps

Next Steps

- The plan will be reviewed with site administrators
- Training will be provided to all staff
- The plan and reporting forms will be posted on the district intranet and in workrooms for all staff
- Any hazards or violent events will be reviewed and investigated by the District Safety Committee
- Updates about any reported hazards or violence will be communicated to impacted employees

Action

With minimal changes to the plan, we ask the board to approve the plan as presented for the upcoming school year.



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Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) Substitute Update

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

Staff would like to provide an update regarding the process for substitute teaching coverage.

Fiscal Implication:

none

Recommended Action:

ATTACHMENTS:

| Description | Type | Upload Date |
|---------------------|-----------------|-------------|
| Substitute Teaching | Backup Material | 6/5/2025 |



Mountain View
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School District

Substitute Teaching

June 2025





Mountain View
Whisman
School District

Substitute Teachers

Substitute Teachers

- Our substitute teachers provide a tremendous support to the students and staff in our district. They provide consistency for a classroom environment when a teacher needs to be away.
- Post COVID, teachers and substitute teachers became harder and harder to find
- Districts throughout the state struggled to find adequate coverage.

Substitute Teaching Credentials/Permits

- California law limits how many days a substitute teacher can teach depending on the assignment and type of CTC-issued credential or substitute permit holds.
- An individual with a substitute teaching credential or an emergency substitute teaching permit is capped at 30 days in a general education assignment, and 20 days in a special education classroom.

Other Substitute Permits

- The Teaching Permit for Statutory Leave (TPSL) allows an employing agency to fill a position where the teacher of record is unable to teach due to a statutory leave (such as a medical leave, Military Leave, or Administrative Leave) with a temporary teacher of record for the duration of the leave. The TPSL is only available at the request of an employing agency. Holders of the TPSL are restricted to service with the employing agency requesting the permit.
- The Emergency Career Substitute Permit authorizes the qualifying holder to serve as a day-to-day substitute teacher in any classroom for no more than 60 days, except in a special education classroom, where the holder may serve for no more than 20 days for any one teacher during the school year. The permit is valid for one year and is renewable.

TPSL Requirements

A TPSL candidate must have:

- Successful completion of an initial 45 hours of TPSL preparation as determined by the Local Employing Agency.
- Successful completion of course work for the permit type requested, as specified below:
 - That the employer will provide early orientation during the first month of service for every position the TPSL holder will serve in as the interim teacher of record.
 - That for each statutory leave assignment, the district shall provide the TPSL holder with an average of two hours per week of mentoring, support, and/or coaching that meets the following requirements:
 - i. is coordinated and/or delivered by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment,
 - ii. the mentor provides lesson plans for the first four weeks of the statutory leave assignment (if not already provided), and
 - iii. the mentor provides continued assistance in the development of curriculum, lesson planning, and Individualized Education Programs (IEPs).

TPSL Requirements

- A TPSL holder may only cover for a teacher on statutory leave
- If a teacher decides to extend a leave and take a personal leave, the TPSL permit is not valid

Factors to Consider

- 45 hours of training, provided by the district, before the school year starts is challenging
- Providing intensive coaching to substitutes reduces coaching for new and current teachers
- There is a reality that there are only so many people able to provide all of the needs
- Access to coursework can be provided through online partnerships



Mountain View
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Options and Next Steps

2024-25

- The Human Resources Department made a shift in hiring in the Fall.
- We began actively seeking substitutes with full credentials and prioritizing them for long term positions.
 - Based on that focus, we now have 19 fully credentialed substitutes who do not have credential restrictions on the number of days they can teach. We will continue this focus into 2025-26
- We also brought on a part time HR staff member who is dedicated specifically to leaves and substitute coverage
 - Long term coverage has already been assigned for known vacancies at the beginning of the upcoming school year.

Next Steps

Moving into 2025-26, we will

- continue to prioritize fully credentialed subs for long term assignments
- connect with substitutes during the summer to determine interest in TPSL authorizations and Career Substitute Permits for long term assignments if necessary
- Prioritize long term substitutes to cover core classroom assignments
- Support sites with communication about staff leaves and substitute assignments



Mountain View
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Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Special Education Staffing Update

Estimated Time:

Person Responsible:

Frank Selvaggio
Director of Special Education

Background:

Staff will provide an update on Special Education staffing for 2025-26 which will include District hired staff as well as contracted staff. Included in this item is the contract for Ro Health. Ro Health provides contract staffing for Special Education in the areas of Instructional Assistants, Behavior Technicians and Licensed Vocational Nurses when the District is unable to hire the positions internally.

Fiscal Implication:

Not to exceed \$2,400,000.

Recommended Action:

It is recommended that the Board of Trustees approves the Ro Health contract for Special Education staffing as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| 2025-26 Ro Health contract for Special Education staffing | Backup Material | 6/4/2025 |
| District Checklist for Ro Health Contract | Backup Material | 6/4/2025 |
| Special Education Staffing Update Presentation | Presentation | 6/5/2025 |

CLIENT STAFFING AGREEMENT

This Agreement (the “Agreement”) entered into this 1st day of July, 2025 (“Effective Date”), is by and between RO HEALTH, LLC (“RO HEALTH”), a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Mountain View Whisman School District (hereinafter referred to as “CLIENT”) located at 1400 Montecito Ave, Mountain View, CA 94043

WHEREAS, RO HEALTH operates a California-licensed medical staffing agency and employs personnel to provide Services (as hereinafter defined) to CLIENT; and

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT; and

WHEREAS, CLIENT and RO HEALTH have agreed that RO HEALTH shall supply such personnel under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (each a “Party” and jointly the “Parties”), the Parties hereby agree as follows.

1. TERM AND TERMINATION.

This Agreement will commence on the Effective Date. The term of this Agreement will end on July 30th, 2026, unless at any time either Party elects to terminate the Agreement upon at least thirty (30) days’ prior written notice of termination to the other Party in accordance with the provisions of Paragraph 14. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

2. SERVICES.

RO HEALTH will use its reasonable best efforts to provide qualified RO HEALTH employees as requested by CLIENT and in accordance with CLIENT’s specifications and subject to the terms and conditions of this Agreement. **Exhibit A** hereto sets forth the specific services (the “Services”) to be furnished by RO HEALTH, together with the current fees for these Services. At any point during the term of this Agreement the rates set out on **Exhibit A** may be renegotiated.

3. PROFESSIONAL QUALIFICATIONS.

RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH’s sole and exclusive judgment, are best qualified to perform the Services. Such RO HEALTH employee(s) shall comply with all pertinent terms and conditions of the relevant licensure and credentials. RO HEALTH shall retain documentation evidencing such licensure and credentials for each such RO HEALTH employee, including, but not limited to:

- 3.1 Proof of current licensure, registration and or certification (if applicable).
- 3.2 Written or verbal verification of two (2) references.
- 3.3 Written verification of worker's unrestricted credential (if applicable).
- 3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification for all non-remote RO HEALTH employees, unless written documentation from CLIENT is provided removing this requirement for specific positions.
- 3.5 Possess proof of a tuberculosis test or chest X-ray and satisfactory completion of annual tuberculosis education for all non-remote RO HEALTH employees.
- 3.6 Criminal Background Check and disclosure statement. Requirements of Education Code section 45125.1 apply.

Upon CLIENT's written request, RO HEALTH will provide documentation of any such licensure or credentials or otherwise related to the qualifications and training of such RO HEALTH employee(s).

4. URGENT PERSONNEL REQUESTS.

If CLIENT requests RO HEALTH personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as the RO HEALTH employee reports for work within a reasonable period of time.

5. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

CLIENT agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

6. CONVERSION FEE.

If RO HEALTH is the first staffing provider to submit an individual employee's profile (either verbal or written) to CLIENT for consideration, or to introduce an individual employee to CLIENT at any time and in any capacity, CLIENT will accept such individual employee for employment only through RO HEALTH.

CLIENT further agrees that it will take no steps, directly or indirectly, to recruit, solicit, hire or employ as its own employee, agent, contractor or otherwise any personnel introduced, submitted or provided to CLIENT by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT or any agent, affiliate or subsidiary of CLIENT, directly or indirectly or through another agency, recruits, solicits, hires or employs RO HEALTH



personnel in any capacity, CLIENT agrees, in advance of hiring such RO HEALTH personnel, to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee, agent, contractor or otherwise; (2) provide written notice to RO HEALTH of its intent to hire RO HEALTH employee and continue to employ RO HEALTH employee solely and exclusively in such individual's capacity as a RO HEALTH employee through RO HEALTH for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

7. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains sole and exclusive responsibility for management of care of each of its patients and for ensuring that the Services provided by RO HEALTH personnel under this Agreement are furnished in accordance with all applicable safety and health laws, regulations and standards. Client further retains sole and exclusive responsibility for compliance with all relevant safety and health laws and regulations during the period in which RO HEALTH personnel are assigned under CLIENT's supervision. CLIENT shall ensure that RO HEALTH personnel are assigned duties and operating within their scope of practice. In no event will CLIENT assign a non-instructional paraprofessional the duties and/or responsibilities of an instructional paraprofessional (in each case as defined by the California Department of Education pursuant to the Elementary and Secondary Education Act or by other relevant state law or statute).

8. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for the Services provided under this Agreement. At CLIENT's written request, RO HEALTH will provide certificates evidencing such insurance coverage.

9. TAXES.

RO HEALTH will maintain responsibility for the payment of wages, and other compensation, and for any mandatory withholdings and contributions to its personnel.

10. PAYMENT FOR SERVICES.

RO HEALTH obtains CLIENT-approved time records and relies on CLIENT for the accuracy and completeness of those records to pay RO HEALTH's employees and to generate invoices. The accuracy and completeness of such records is the sole and exclusive responsibility of CLIENT prior to approving such records to RO HEALTH. RO HEALTH will submit invoices based on such records to CLIENT at the rates established in **Exhibit A** every week for RO HEALTH



personnel provided to CLIENT during the preceding workweek billing period. RO HEALTH does not assume responsibility for CLIENT approved records.

10.1 Form of Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments by check.. RO HEALTH will deliver the payment details to CLIENT upon execution of this Agreement. The parties hereby agree to undertake any and all required actions and execute any required documents, instruments or agreements required to effectuate the requirements of this Section 10.

10.2. Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less. In the event that RO HEALTH must institute legal action to collect any late, outstanding or unpaid amounts, CLIENT agrees to pay all of RO HEALTH's costs of suit, including reasonable attorneys' fees.

11. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of California, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of California laws, rules, and regulations shall govern and supersede.

12. DISPUTE RESOLUTION.

Should any dispute arise out of or in connection with the Agreement, which cannot be resolved to the satisfaction of both Parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The Parties shall attempt to agree upon a neutral third party to arbitrate the dispute and, should that effort fail, request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. The panel of arbitrators shall be selected from the State of California. The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the Parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the Parties. The Party prevailing in such arbitration will be entitled to the recovery of all other costs and expenses incurred in connection with such action and any appeal from the other Party.

13. INDEMNIFICATION.

To the furthest extent permitted by California law, RO HEALTH shall defend, indemnify, and hold free and harmless the CLIENT, 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 RO HEALTH, 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 RO HEALTH in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The CLIENT shall have the right to accept or reject any legal representation that RO HEALTH proposes to defend the indemnified parties.

14. NOTICES.

All notices, requests, consents and invoices required or permitted under this Agreement shall be made in writing and delivered personally or sent by mail or e-mail to the applicable Party to the following addresses:

IF TO CLIENT:

Mountain View Whisman School District
Attn: Frank Selvaggio
1400 Montecito Ave
Mountain View, CA, 94043
650-526-3492
Email: fselvaggio@mvwsd.org

IF TO RO HEALTH:

Ro Health, LLC
Attn: Chief Administrative Officer
440 N Barranca Ave #1884
Covina, CA 91723
P: (888) 552-9775 F: (888) 607-2889
Email: contracts@rohealth.com

15. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.



17. INDEPENDENT CONTRACTOR.

Each Party to this Agreement hereby agrees, represents and warrants that it is an independent contractor and is not any other Party’s agent or employee or partner or joint venturer for any purpose whatsoever.

18. ASSIGNMENT.

No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

19. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

20. COUNTERPARTS.

This Agreement may be signed in one or more counterparts, each of which shall be binding and all of which shall be taken together as one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first written above.

CLIENT

RO HEALTH, LLC

Printed Name

Printed Name

Signature

Signature

Date

Date

EXHIBIT A
PERSONNEL HOURLY RATES FOR CLIENT

| Nursing Hourly Rates | |
|--------------------------------|----------|
| CNA | \$51.50 |
| LVN | \$73.00 |
| RN | \$90.00 |
| Credentialed School Nurse - RN | \$130.00 |
| Audiologist | \$130.00 |

| Psych and Behavioral Hourly Rates | |
|---|----------|
| Behavioral Intervention Services (RBT / BCA) | \$64.00 |
| Instructional/Non-Instructional Para | \$52.00 |
| Social Worker | \$94.00 |
| BCBA | \$140.00 |
| LMFT | \$130.00 |
| Special Education Teacher | \$145.00 |
| Psychologist | \$140.00 |

PERSONNEL IN-PERSON HOURLY RATES FOR CLIENT

| Therapy Hourly Rates | |
|---------------------------------------|---------------------|
| Occupational Therapist | \$115.25 - \$125.25 |
| Certified Occupational Therapy Asst | \$68.23 - \$78.23 |
| Physical Therapist | \$125.63 - \$135.63 |
| Physical Therapist Assistant | \$68.23 - \$78.23 |
| Speech-Language Pathologist Assistant | \$68.23 - \$78.23 |
| Speech-Language Pathologist | \$145.75 - \$155.75 |

PERSONNEL VIRTUAL HOURLY RATES FOR CLIENT

| Staff Rates 24-25 | |
|-----------------------------|---------------------|
| Occupational Therapist | \$105.25 - \$115.25 |
| Speech Language Pathologist | \$115.75 - \$125.75 |

In no event will CLIENT request that a Non-Instructional Paraprofessional perform the duties of an Instructional Paraprofessional.

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, LLC is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work.



RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the CLIENT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at hr@rohealth.com.

Complaint/Grievance Process

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

RO HEALTH Employees

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

Competency

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Floating

RO HEALTH employees may be reassigned by CLIENT as long as such reassignment is within the scope of the employee's professional competence and in accordance with the terms of this Agreement.



Conflict of Interest

RO HEALTH discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity, or (b) create an unfair competitive advantage for any person or organization other than RO HEALTH. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services to be considered a conflict.

Thank you again for the opportunity to work together. We look forward to growing our partnership.

CLIENT

RO HEALTH, LLC

Printed Name

Printed Name

Signature

Signature

Date

Date



MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: RoHealth

***REQUIRED CHECKBOX* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is NOT used, explanation with corresponding documents is attached.

Contract for Professional Services / Special Services Approved vendor will use attached MOU in lieu of 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 Office}

- 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: <u>May 29</u> , 20 <u>25</u> | Date: <u>May 29</u> , 20 <u>25</u> |
| Print Name: <u>Frank Selvaggio</u> | Print Name: <u>Cathy Baur</u> |
| Print Title: <u>Director of Special Education</u> | Print Title: <u>Associate Superintendent</u> |

For Department: Ed Services RoHealth contract staffing for IAs, BTs, LVNs

Checklist not required for school sites

JUSTIFICATION REMARKS

Date: May 29, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Ro Health

Reason: Ro Health Staffing Agreement for 2025-26 school year

Remarks: The district is seeking to contract with Ro Health through their Staffing Agreement to provide contract staffing in the areas of Instructional Assistants, Behavior Technicians and Licensed Vocational Nurses for the 2025-26 school year. The district currently uses Ro Health when it is not possible to fill these positions internally despite ongoing posting and recruitment efforts from the HR Department. MVWSD has had a long-standing partnership with Ro Health 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

Special Education Staffing Update

Frank Selvaggio, Director of Special Education

June 12, 2025



Alignment to Strategic Plan

SP2027 - Goal Area 1

Effective and consistent instructional practices that meet the needs of all students

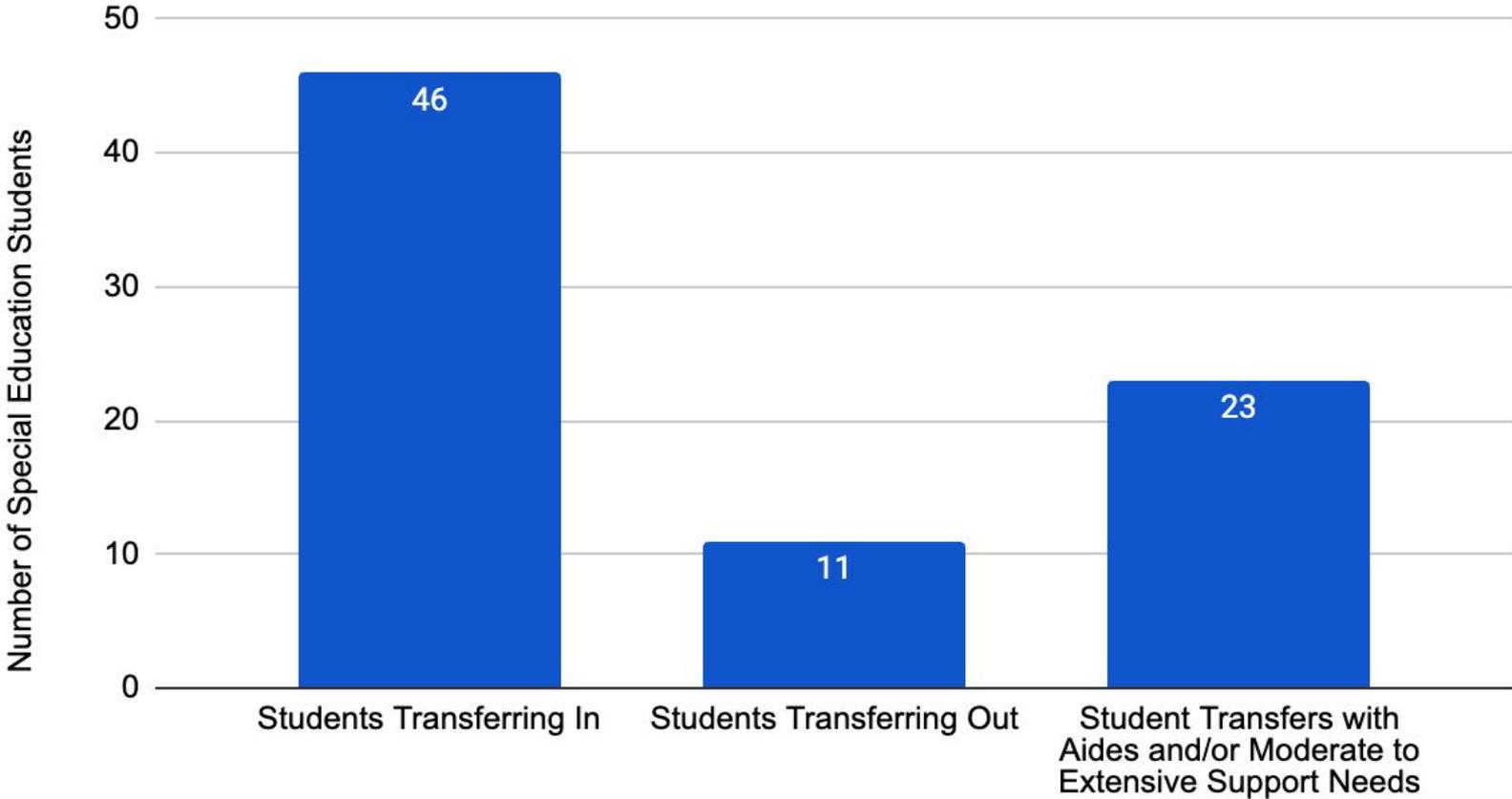


Mountain View
Whisman
School District

District Data

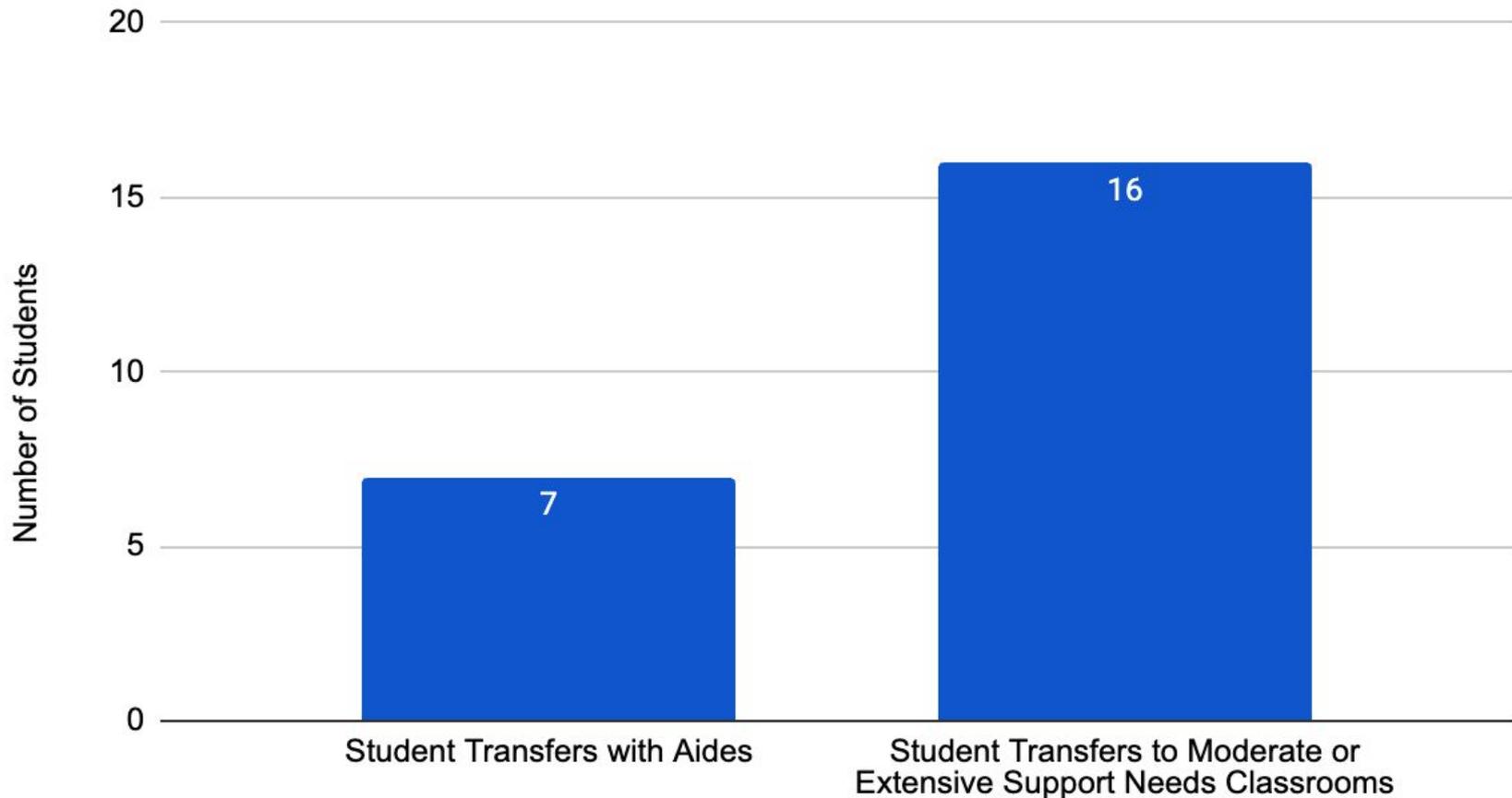
Student Transfers In and Out

Special Education Student Transfer Trends



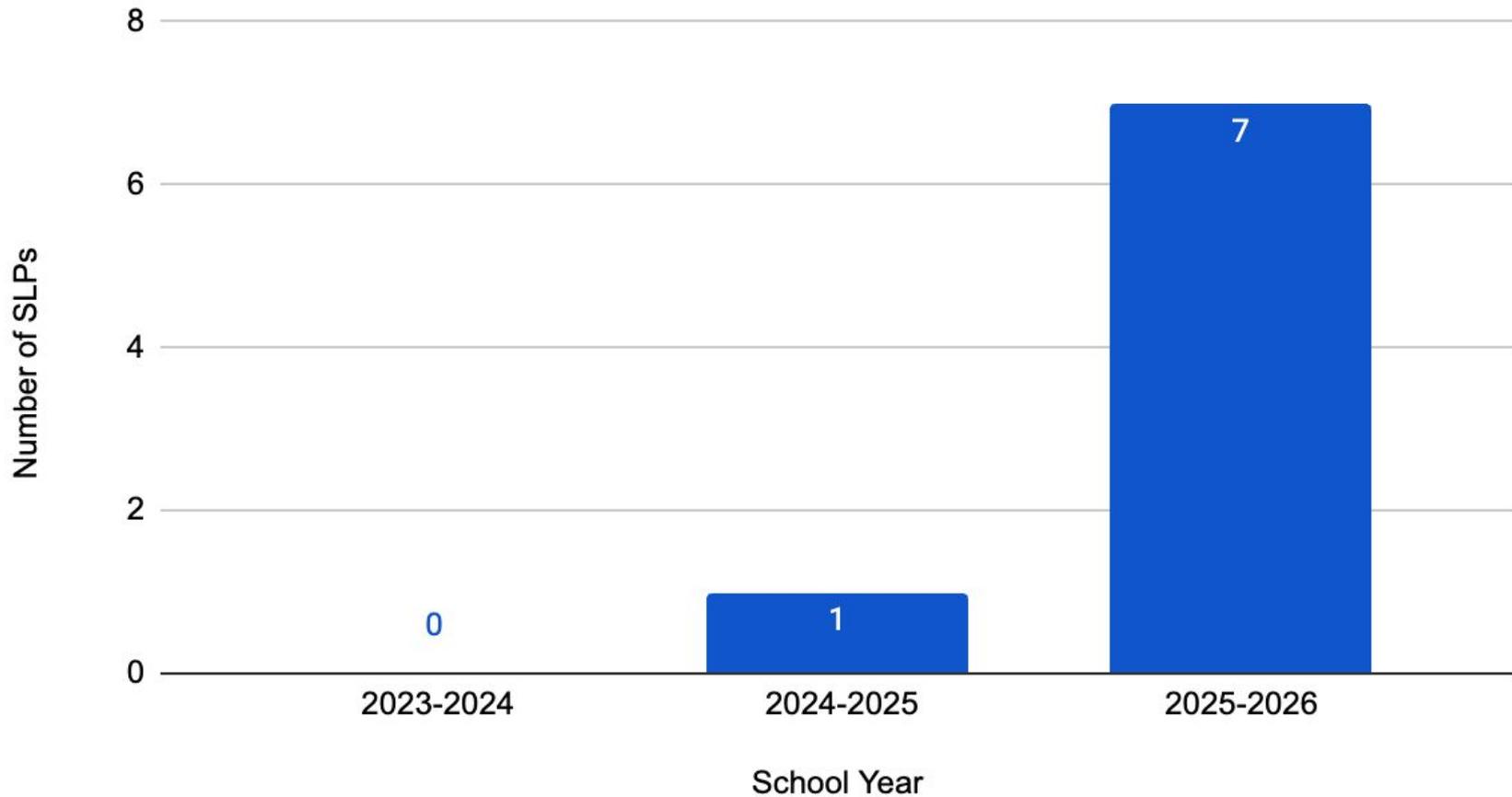
Student Transfers In and Out

Special Education Student Transfer Trends



Internal Hiring Success Story for 2025-2026

District Hired Speech and Language Pathologists (SLPs)



Internal Hiring Success Story for 2025-2026

Teachers

- Hired 7 certificated Special Education teachers to replace vacancies
- Added and hired 2 certificated positions in our new programs for students with autism
- Added and in hiring process for 1 additional Moderate program teacher

Need for RoHealth Contract

- Our first priority is to hire our own staff
- Instructional Assistants and Behavior Technicians are hard to fill positions and difficult to retain due the nature of the role
- Individuals often see the role as either temporary or a stepping stone to another career like teaching

Need for RoHealth Contract

- The turnover and students moving in with aide support can create an urgency with timing due to legal obligations
- Because RoHealth can onboard staff quickly it helps students get the support they need and keeps us in compliance
- RoHealth provides consistent substitutes for their staff which creates a greater level of stability for students and classrooms

Contract Amount Proposed

- Not to exceed \$2.4 million
- Contract amount will decrease as internal staff is hired

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) LCAP Federal Addendum

Estimated Time:

Person Responsible: Geoff Chang, Director of Federal, State, and Strategic Programs

Background:

As presented at the May 29 board meeting, the LCAP Federal Addendum outlines how MVWSD will utilize federal funds in the next school year.

Fiscal Implication:

Approximately \$600K in Title I, II, III, and IV funding

Recommended Action:

That the board approves the LCAP Federal Addendum as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|---------|-------------|
| LCAP Federal Addendum 2025-26 | Exhibit | 5/30/2025 |
| Presentation from 05.29.25 BOT meeting for reference | Exhibit | 5/30/2025 |

**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 (<i>as applicable</i>) |

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 (<i>as applicable</i>) |

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 (<i>as applicable</i>) |

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 (<i>as applicable</i>) |

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 (<i>as applicable</i>) |

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 | <p>An ineffective teacher is any of the following:</p> <ul style="list-style-type: none"> • 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. <p>Under this definition, teachers with the following limited emergency permits would be considered ineffective:</p> <ul style="list-style-type: none"> • Provisional Internship Permits, • Short-Term Staff Permits • Variable Term Waivers <p>Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record</p> |
| Out-of-field teacher | <p>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:</p> <ul style="list-style-type: none"> • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • Short-Term Waivers • Emergency English Learner or Bilingual Authorization Permits <p>Local Assignment Options (except for those made pursuant to the <i>California Code of Regulations</i>, Title 5, Section 80005[b])</p> |
| 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-monthly 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
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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.



Mountain View
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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.
- Among other priorities, the federal Addendum focuses on:
 - 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
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Next Steps

Next Steps

- Bring back the LCAP Federal Addendum to the board for approval on June 12.
- Continue implementation of programs as outlined.
- In Spring 2026, prepare 2026-27 Federal Addendum as part of the LCAP process.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Action) 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 approval. The data was presented at the May 29, 2025 meeting of the Board of Trustees. The presentation and narrative are included for review.

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:

It is recommended that the Board of Trustees approve the MVWSD California Dashboard Local Indicators as

presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| 2024-25 California Dashboard Local Indicators Presentation | Backup Material | 6/4/2025 |
| 2024-25 Narrative Responses for the California Dashboard Local Indicators | Backup Material | 6/4/2025 |



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California Dashboard Local Indicators

May 29, 2025





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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



Mountain View
Whisman
School District

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

**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
Assessing 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 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 Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Local Control Accountability Plan

Estimated Time:

Person Responsible:

Cathy Baur
Associate Superintendent
Educational Services

Background:

Staff is presenting the District's 2025-26 Local Control Accountability Plan for approval. The LCAP and supporting documents were presented for public hearing at the May 29, 2025 meeting of the Board of Trustees. The presentation from that meeting is included for reference.

Based on Community Partner input, Staff added actions to the 2025-26 LCAP:

Goal 1:

Input collected during Student Advisory meetings revealed concerns from students about preparedness for high school. While the District does work with the high school to provide a few opportunities for students to learn about expectations in high school it was evident that students need more. Staff is adding the following action: Collaborate with partners from Mountain View Los Altos High School District to explore additional ways to support students transitioning to high school (Goal 1, Action 19).

Goal 3

During the District Advisory meeting and LCAP Public hearing, Community partners indicated a need to find new ways to communicate with families from Castro School as well, which is the District's only Title 1 school and lowest performing school. MVWSD wants to ensure it has two-way communication with all community partners. Participation rates of families that speak Spanish or who are socio-economically disadvantaged are lower than those of families who are white or Asian and are not economically disadvantaged. Staff is adding the following action: In 2025-26, staff will work to identify best practices in family-school communication, specifically with families that speak Spanish or are underserved in the community (Goal 3, Action 5).

Goal 5

Input collected during the LCAP development process and reinforced by input collected from the District Advisory Committee indicates concerns about technology usage and monitoring in the District., MVWSD is adding the following action step: Conduct a review of technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. Include a review of research on best practices for technology in

schools and recommendations for next steps (Goal 5, Action 5).

Staff also adjusted language in Goal 6 regarding staffing for At Risk Supervisors, School and Community Engagement Facilitators, and the Counselor for Castro School in 2025-26 for clarity.

None of the actions or adjustments impacted estimated actuals so no budget changes were necessary.

Fiscal Implication:

\$14,499,841 including funding from state, local and federal sources

Recommended Action:

It is recommended that the Board of Trustees approve the Local Control Accountability Plan as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| 2025-26 Local Control Accountability Plan | Backup Material | 6/4/2025 |
| 2025-26 Local Control Accountability Plan - Spanish | Backup Material | 6/4/2025 |
| 2025-26 Local Control Accountability Plan Presentation | Backup Material | 6/4/2025 |

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

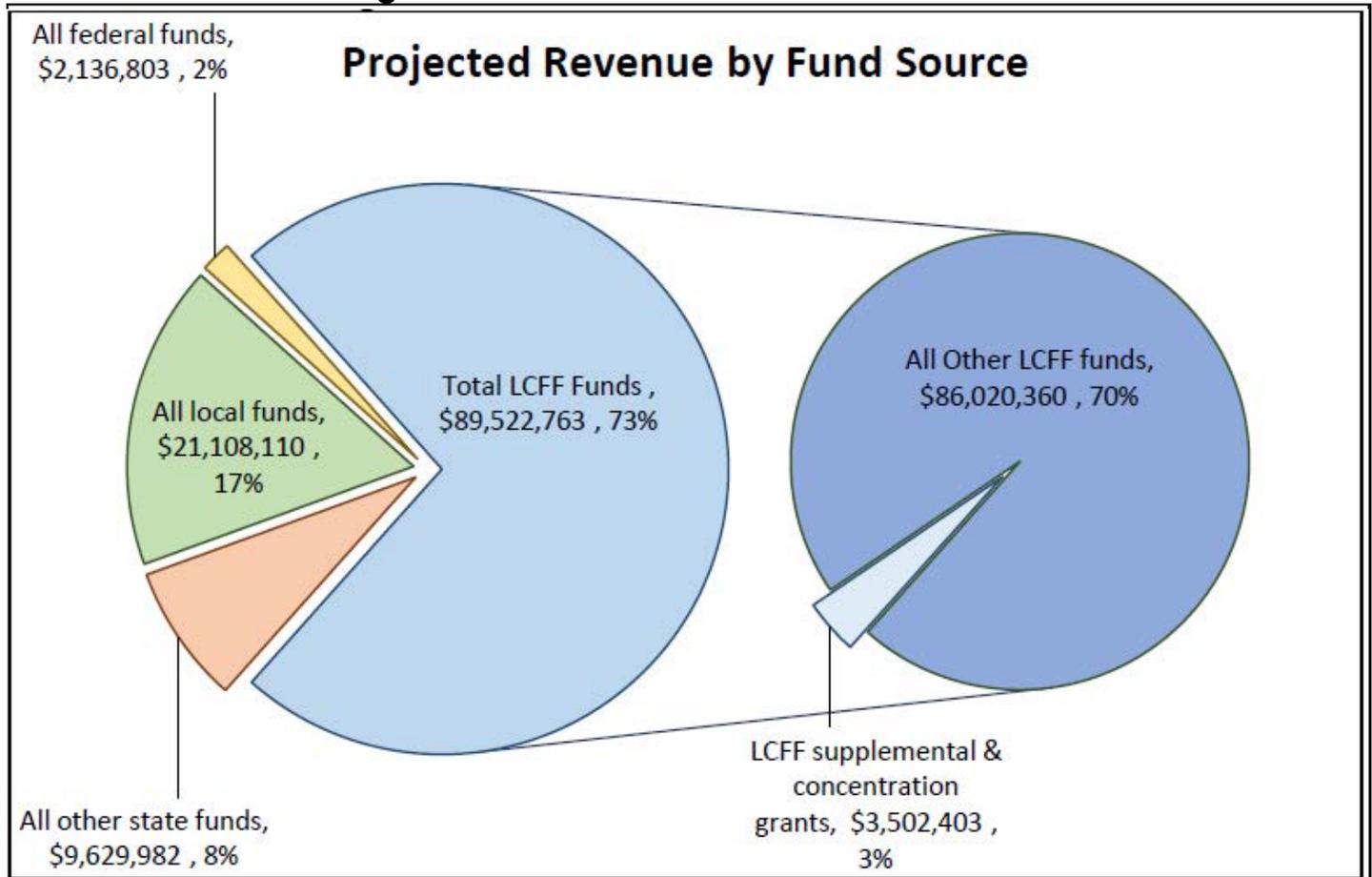
Chief Academic Officer

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

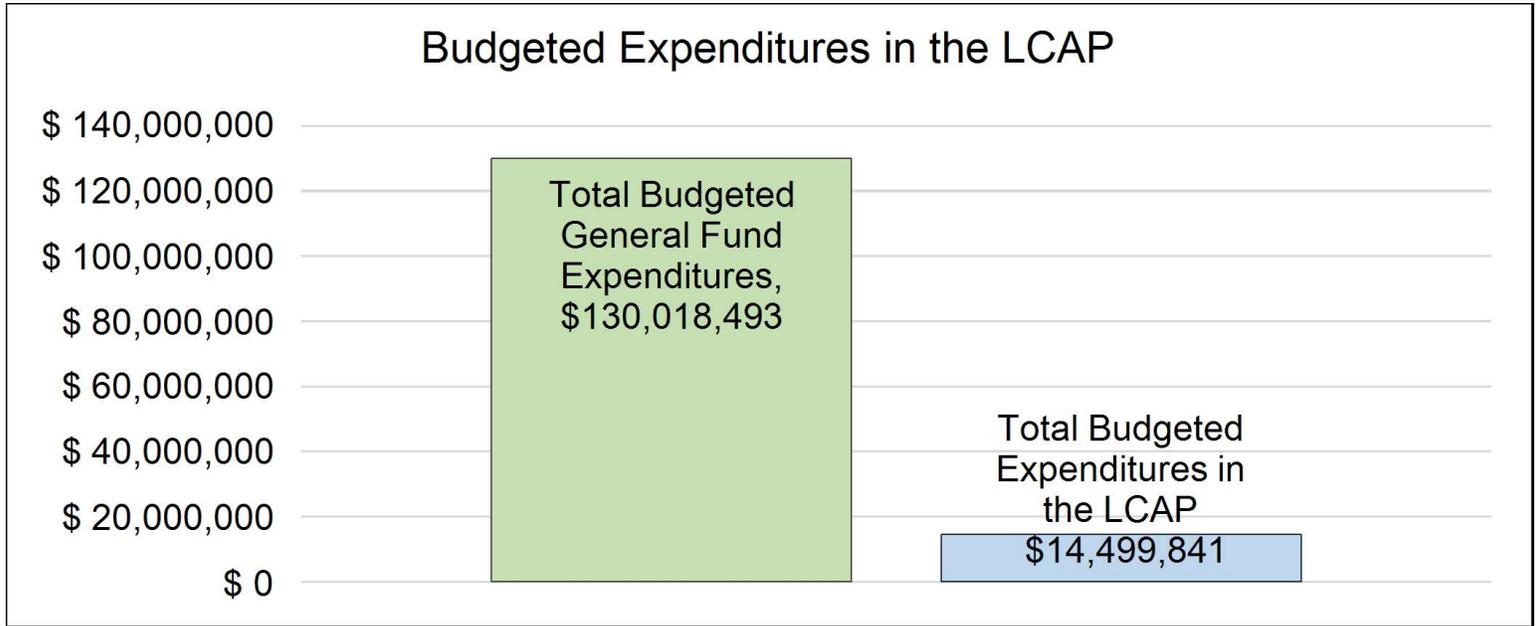


This chart shows the total general purpose revenue Mountain View Whisman School District expects to receive in the coming year from all sources.

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:

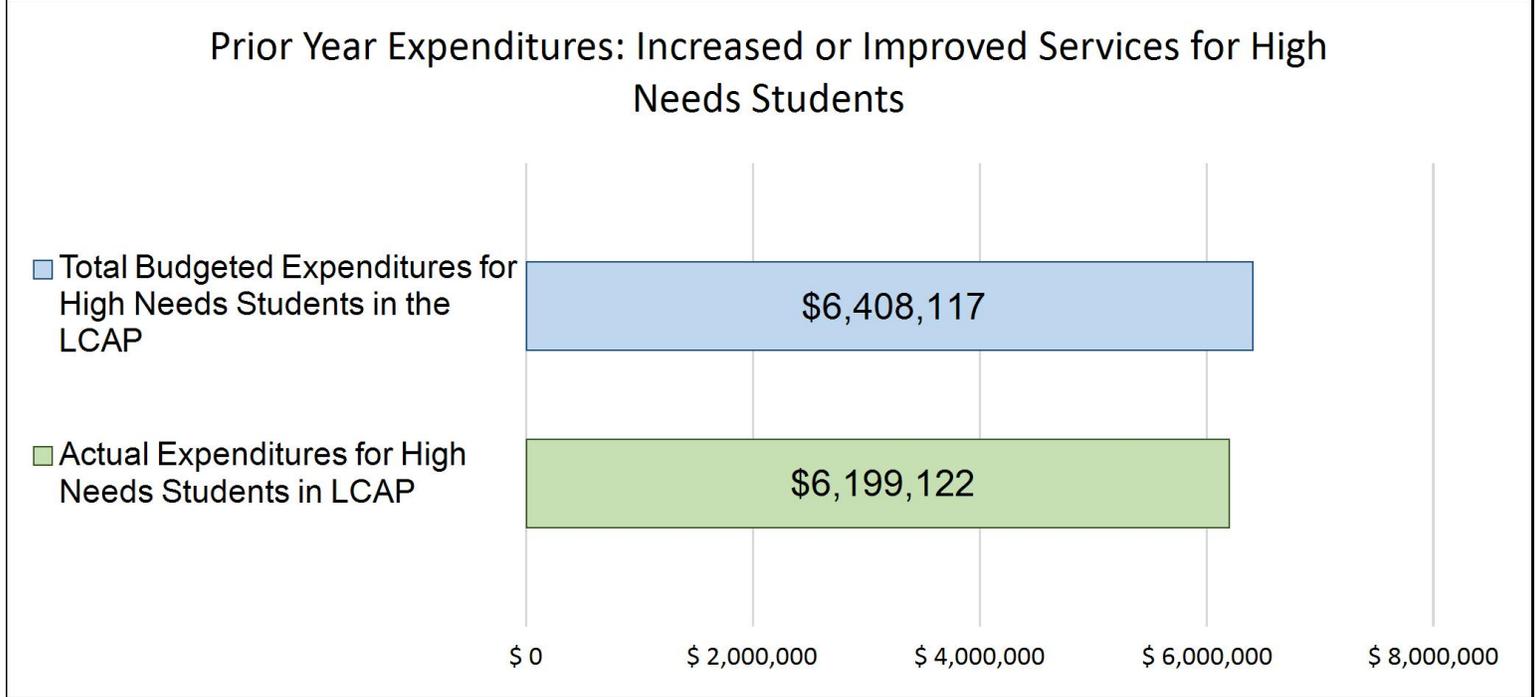
The most significant general fund expenditures not included in the LCAP are primarily related to the salaries of administrators, certificated staff, classified staff, and support staff and expenditures that are not funded through supplemental dollars and not specific to the goals, actions, and services 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 Associate Superintendent, Educational Services | 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 Disabilities

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 Student 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 EI 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 | <p>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.</p> |
| MVWSD Board of Trustees | <p>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.</p> <p>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</p> |

| Educational Partner(s) | Process for Engagement |
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| | <p>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</p> <p>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.</p> |
| District English Learner Advisory Council (DELAC): | <p>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 June 3, 2025.</p> |
| District Advisory Council | <p>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 June 3, 2025. One member of the District Advisory Committee is a parent of a Student with a Disability.</p> |
| Site Staff and Students | <p>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 groups to take the Districts annual LCAP/Climate survey during the</p> |

| Educational Partner(s) | Process for Engagement |
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| | <p>school day. California Dashboard results were also shared during this timeframe.</p> <p>Bubb 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: 1/15/25</p> <p>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</p> <p>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</p> <p>Graham Middle School - LCAP and Survey Certificated and Classified Staff: 2/5/25 Students: 2/14/25 Results of the California Dashboard Staff: 2/5/25</p> <p>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</p> <p>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</p> <p>Mistral Elementary School - LCAP and Survey</p> |

| Educational Partner(s) | Process for Engagement |
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| | <p>Certificated and Classified Staff: 1/29/25 Students: Week of 2/3/25 Results of the California Dashboard Staff: 3/5/25</p> <p>Monta Loma Elementary School - LCAP and Survey Certificated Staff: 1/29/25 and Classified Staff: 1/9/25, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/22/25</p> <p>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</p> <p>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</p> <p>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</p> |
| Students | <p>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 accordance with the Green Act. Written responses were provided and posted on June 3, 2025 for Crittenden and Graham.</p> |

| Educational Partner(s) | Process for Engagement |
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| Site Advisory Groups and Parents | <p>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.</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Mistral Elementary School - LCAP and Survey</p> |

| Educational Partner(s) | Process for Engagement |
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| | <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> |
| Annual LCAP/Climate Survey | <p>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:.</p> <p>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</p> |

| Educational Partner(s) | Process for Engagement |
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| | <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>On May 29, 2025 the District provided an overview of the LCAP survey results to the Board of Trustees.</p> |
| 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 |
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| | 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 | <p>Additionally, MVWSD posted the LCAP for public comment on the website with the supporting presentation to encourage additional feedback.</p> <p>Posting for public comment on District website: May 19, 2025 through May 24, 2025: Six members of the public commented on the LCAP.</p> <p>Written responses were provided and posted on the District's website on June 3, 2025.</p> |
| Board of Trustees | <p>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 3, 2025.</p> <p>On June 12, 2025 the LCAP was presented for approval. The Board of Trustees approved the LCAP on June 12, 2025.</p> |

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 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 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).

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 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 (Response 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.

Community Partner Input

Based on input gathered during community partner input, the District is adding three additional actions.

Input collected during the LCAP development process and reinforced by input collected from the District Advisory Committee indicates concerns about technology usage and monitoring in the District., MVWSD is adding the following action step: Conduct a review of technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. Include a review of research on best practices for technology in schools and recommendations for next steps (Goal 5, Action 5).

Input collected during Student Advisory meetings revealed concerns from students about preparedness for high school. While the District does work with the high school to provide a few opportunities for students to learn about expectations in high school it was evident that students need more. Staff is adding the following action: Collaborate with partners from Mountain View Los Altos High School District to explore additional ways to support students transitioning to high school (Goal 1, Action 19).

During the District Advisory meeting and LCAP Public hearing, Community partners indicated a need to find new ways to communicate with families from Castro School as well which is the District's only Title 1 school and lowest performing school. MVWSD wants to ensure it has two-way communication with all community partners. Participation rates families that speak Spanish or who are socio-economically disadvantaged are lower than those of families who are white or Asian and are not economically disadvantaged. Staff is adding the following action: In 2025-26, staff will work Identify best practices in n family-school communication, specifically with families that speak Spanish or are underserved in the community (Goal 3, Action 5).

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.

| |
|--|
| <p>Priority 2: State Standards (Conditions of Learning)</p> <p>Priority 4: Pupil Achievement (Pupil Outcomes)</p> <p>Priority 7: Course Access (Conditions of Learning)</p> <p>Priority 8: Other Pupil Outcomes (Pupil Outcomes)</p> |
|--|

An explanation of why the LEA has developed this goal.

| |
|---|
| <p>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.</p> <p>This goal aligns to the District's SP2027 Goal 1 and State Priorities 2,4,7, and 8</p> |
|---|

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 |
|----------|--------|---|--|----------------|--|--|
| | | <p>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%</p> <p>Crittenden Middle School - Percent of students who met or exceeded standards in ELA in spring 2023 ELL: 7%</p> <p>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%</p> | <p>percentages of students in each significant student group that met or exceeded standards in ELA in spring 2024:</p> <p>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</p> | | <p>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%</p> <p>Crittenden Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL: 34.9%</p> <p>Graham Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026</p> | <p>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</p> |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|----------|---|---|--|----------------|--|--|
| | | | <p>standards in ELA in spring 2024 ELL: 8%</p> <p>Graham Middle School</p> <ul style="list-style-type: none"> Percent of students who met or exceeded standards in ELA in spring 2024: ELL - 2% Homeless - 9% Socio-Economically Disadvantaged - 24% Hispanic - 25% | | <p>ELL - 32% Homeless - 36% Socio-Economically Disadvantaged - 47% Hispanic - 47%</p> | <p>Homeless -0 PP</p> <p>Socio-Economically Disadvantaged -1 PP</p> <p>Hispanic - 0 PP</p> |
| 1.2 | Priority 4 - Student Achievement CAASPP Results - Math | <p>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%</p> | <p>2023-24 58% of students met or exceeded standards in math in spring 2024.</p> <p>The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2024:</p> | | <p>Percentage of students who will meet or exceed standards in Math in spring 2026</p> <p>Overall 70% Socio Economically Disadvantaged (SED) - 46% English Language Learners (ELL) - 38%</p> | <p>Overall: 0 Percentage Points (PP)</p> <p>Socio Economically Disadvantaged (SED) -2 PP</p> <p>English Language Learners (ELL) - 0 PP</p> <p>Reclassified Fluent English Proficient (RFEP) 0 PP</p> |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|----------|--------|---|--|----------------|--|--|
| | | <p>Reclassified Fluent English Proficient (RFEP) - 52%</p> <p>Long-Term English Learners(LTEL) - 2%</p> <p>Students With Disabilities (SWD) -23%</p> <p>Homeless - 9%</p> <p>Hispanic/Latino - 23%</p> <p>Asian - 89%</p> <p>White - 78%</p> | <p>Socio Economically Disadvantaged (SED) - 21%</p> <p>English Language Learners (ELL) - 11%</p> <p>Reclassified Fluent English Proficient (RFEP) - 52%</p> <p>Long-Term English Learners(LTEL) - 2%</p> <p>Students With Disabilities (SWD) - 24%</p> <p>Homeless - 8%</p> <p>Hispanic/Latino - 22%</p> <p>Asian - 89%</p> <p>White - 80%</p> | | <p>Reclassified Fluent English Proficient (RFEP) - 67%</p> <p>Long-Term English Learners(LTEL) - 31%</p> <p>Students With Disabilities (SWD) - 46%</p> <p>Homeless - 36%</p> <p>Hispanic/Latino - 46%</p> <p>Asian - 92%</p> <p>White - 84%</p> | <p>Long-Term English Learners(LTEL) 0 PP</p> <p>Students With Disabilities (SWD) +1 PP</p> <p>Homeless -1 PP</p> <p>Hispanic/Latino -1 PP</p> <p>Asian 0 PP</p> <p>White +2 PP</p> <p>Crittenden Middle School: ELL: +2 PP</p> <p>Graham Middle School: ELL +1 PP</p> <p>Homeless -3 PP</p> <p>Socio-Economically Disadvantaged 0 PP</p> |
| | | <p>Crittenden Middle School - Percent of students who met or exceeded standards in math in spring 2023 ELL: 4%</p> <p>Graham Middle School - Percent of students who met or exceeded standards in math in spring 2023 ELL - 3%</p> <p>Homeless - 6%</p> <p>Socio-Economically Disadvantaged - 18%</p> <p>Hispanic - 17%</p> | <p>Crittenden Middle School - Percent of students who met or exceeded standards in math in spring 2024 ELL: 6%</p> <p>Graham Middle School - Percent of students who met or exceeded standards in math in spring 2024: ELL - 4%</p> | | <p>Crittenden Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL: 33%</p> <p>Graham Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL - 32%</p> <p>Homeless - 34%</p> <p>Socio-Economically</p> | <p>Crittenden Middle School: ELL: +2 PP</p> <p>Graham Middle School: ELL +1 PP</p> <p>Homeless -3 PP</p> <p>Socio-Economically Disadvantaged 0 PP</p> |

| 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 | <p>2022-23 55% of students met or exceeded standards in Science in spring 2023.</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Science in spring 2023:</p> <p>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%</p> | <p>2023-24 54% of students met or exceeded standards in Science in spring 2024.</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Science in spring 2024:</p> <p>Socio Economically Disadvantaged (SED) -22% English Language Learners (ELL) - 6% Reclassified Fluent English Proficient (RFEP) - 45% Long-Term English Learners(LTEL) - 0%</p> | | <p>Percentage of students who will meet or exceed standards in Science in spring 2026</p> <p>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%</p> | <p>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</p> |

| 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 |
|----------|--------|--|---|----------------|--|---|
| | | <p>reading on iReady Diagnostic 2</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Reading on Diagnostic 2:</p> <p>Socio Economically Disadvantaged (SED) - 22%</p> <p>English Language Learners (ELL) 12%</p> <p>Reclassified Fluent English Proficient (RFEP) - 59%</p> <p>Long-Term English Learners(LTEL) - 3%</p> <p>Students With Disabilities (SWD) 26%</p> <p>Homeless - 8%</p> <p>Hispanic/Latino - 27%</p> <p>Asian - 82%</p> <p>White - 74 %</p> <p>Crittenden Middle School - Percent of who will met or exceeded standards in Reading on diagnostic 2 Reading: ELL - 0%</p> | <p>59% of students met or exceeded standards in reading on iReady Diagnostic</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Reading on Diagnostic 2:</p> <p>Socio Economically Disadvantaged (SED) - 22%</p> <p>English Language Learners (ELL) - 16%</p> <p>Reclassified Fluent English Proficient (RFEP) - 61%</p> <p>Long-Term English Learners(LTEL) - 1%</p> <p>Students With Disabilities (SWD) - 27%</p> <p>Homeless - 8%</p> <p>Hispanic/Latino - 27%</p> <p>Asian - 84%</p> <p>White - 77%</p> | | <p>Socio Economically Disadvantaged (SED) - 45%</p> <p>English Language Learners (ELL) - 38%</p> <p>Reclassified Fluent English Proficient (RFEP) - 71%</p> <p>Long-Term English Learners(LTEL) - 32%</p> <p>Students With Disabilities (SWD) - 48%</p> <p>Homeless - 36%</p> <p>Hispanic/Latino - 49%</p> <p>Asian - 86%</p> <p>White - 82%</p> <p>Crittenden Middle School - Percent of students who will met or exceeded standards in Reading on diagnostic 2 Reading: ELL - 30%</p> <p>Graham Middle School - Percent of students who will met or exceeded</p> | <p>Socio Economically Disadvantaged (SED) 0 PP</p> <p>English Language Learners (ELL) +4 PP</p> <p>Reclassified Fluent English Proficient (RFEP) +2 PP</p> <p>Long-Term English Learners(LTEL) -2 PP</p> <p>Students With Disabilities (SWD) +1 PP</p> <p>Homeless 0 PP</p> <p>Hispanic/Latino 0 PP</p> <p>Asian +2 PP</p> <p>White +3 PP</p> <p>Crittenden Middle School: ELL: +6 PP</p> |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|----------|---|---|--|----------------|---|---|
| | | <p>Graham Middle School - Percent of students who will met or exceeded standards in Reading on diagnostic 2</p> <p>ELL - 1% Homeless - 4% Socio-Economically Disadvantaged - 20% Hispanic - 20%</p> | <p>Crittenden Middle School - Percent of who met or exceeded standards in Reading on diagnostic 2</p> <p>Reading: ELL - 6%</p> <p>Graham Middle School - Percent of students who met or exceed standards in Reading on diagnostic 2:</p> <p>ELL - 3% Homeless - 9% Socio-Economically Disadvantaged - 17% Hispanic - 20%</p> | | <p>standards in Reading on diagnostic 2</p> <p>ELL - 31% Homeless - 32% Socio-Economically Disadvantaged - 44% Hispanic - 44%</p> | <p>Graham Middle School:</p> <p>ELL +2 PP Homeless +5 PP Socio-Economically Disadvantaged -3 PP Hispanic - 0 PP</p> |
| 1.10 | I-Ready Reading - percentage of students who made 1 year's growth | <p>Diagnostic 2 2023-24</p> <p>39% of students made one year's growth in reading as of Diagnostic 2</p> | <p>Diagnostic 2 2024-25</p> <p>39% of students made one year's growth in reading as of Diagnostic 2</p> | | <p>Diagnostic 2 2026-27</p> <p>100% of students will make 1 year's growth</p> | <p>Diagnostic 2 2024-25:</p> <p>0 Percentage Points (PP)</p> |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|----------|--------------|--|--|----------------|--|---|
| 1.11 | i-Ready math | <p>Diagnostic 2 2023-24</p> <p>52% of students met or exceeded standards in Math on iReady Diagnostic 2</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Math on Diagnostic 2:</p> <p>Socio Economically Disadvantaged (SED) - 15%</p> <p>English Language Learners (ELL) 11%</p> <p>Reclassified Fluent English Proficient (RFEP) - 53%</p> <p>Long-Term English Learners(LTEL) - 0%</p> <p>Students With Disabilities (SWD) 23%</p> <p>Homeless - 5%</p> <p>Hispanic/Latino - 18%</p> <p>Asian - 81%</p> <p>White - 70%</p> <p>Crittenden Middle School - Percent of students who met or exceeded standards in math on diagnostic 2</p> <p>ELL: 4%</p> | <p>Diagnostic 2 2024-25</p> <p>51% of students met or exceeded standards in Math on iReady Diagnostic 2</p> <p>The following are the percentages of students in each significant student group that met or exceeded standards in Math on Diagnostic 2:</p> <p>Socio Economically Disadvantaged (SED) - 13%</p> <p>English Language Learners (ELL) 11%</p> <p>Reclassified Fluent English Proficient (RFEP) - 52%</p> <p>Long-Term English Learners(LTEL) - 0%</p> <p>Students With Disabilities (SWD) 21%</p> <p>Homeless - 4%</p> <p>Hispanic/Latino - 16%</p> <p>Asian - 81%</p> | | <p>Diagnostic 2 2026-27</p> <p>Overall 66%</p> <p>Socio Economically Disadvantaged (SED) - 40%</p> <p>English Language Learners (ELL) - 38%</p> <p>Reclassified Fluent English Proficient (RFEP) - 67%</p> <p>Long-Term English Learners(LTEL) - 30%</p> <p>Students With Disabilities (SWD) - 46%</p> <p>Homeless - 33%</p> <p>Hispanic/Latino - 43%</p> <p>Asian - 87%</p> <p>White - 80%</p> <p>Crittenden Middle School - Percent of students who met or exceeded standards in math on diagnostic 2</p> <p>ELL:33%</p> <p>Graham Middle School - Percent of students who met</p> | <p>Overall: -1 Percentage Points (PP)</p> <p>Socio Economically Disadvantaged (SED) -2 PP</p> <p>English Language Learners (ELL) 0 PP</p> <p>Reclassified Fluent English Proficient (RFEP) -1 PP</p> <p>Long-Term English Learners(LTEL) 0 PP</p> <p>Students With Disabilities (SWD) -2 PP</p> <p>Homeless -1 PP</p> <p>Hispanic/Latino -2 PP</p> <p>Asian 0 PP</p> <p>White -1 PP</p> <p>Crittenden Middle School :</p> <p>ELL: +3 PP</p> |

| 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 year'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 |
|----------|--|--|--|----------------|---|--|
| | | <p>Kinder - 58% 1st - 63% 2nd - 54% 3rd - 43%</p> <p>Castro Kinder - 45% 1st - 11% 2nd - 9% 3rd - 22%</p> <p>Mistral Kinder - 38% 1st - 30% 2nd - 47% 3rd - 47%</p> <p>Vargas Kinder - 76% 1st - 65% 2nd - 61% 3rd - 67%</p> | | | <p>Kinder - 66% 1st - 72% 2nd - 63% 3rd - 52%</p> <p>Castro Kinder - 55% 1st - 44% 2nd - 28% 3rd - 38%</p> <p>Mistral Kinder - 50% 1st - 44% 2nd - 57% 3rd - 57%</p> <p>Vargas Kinder - 82% 1st - 72% 2nd - 68% 3rd - 73%</p> | |
| 1.19 | Learning Recovery Emergency Block Grant Metric (LREBG) i-Ready Phonics Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas | <p>Diagnostic 2 2024-25</p> <p>Monta Loma Kinder - 55% 1st - 47% 2nd - 48 3rd - 70</p> <p>Theuerkauf Kinder - 73% 1st - 63% 2nd - 67% 3rd - 67%</p> | No data as this is a new metric added for the 2025-26 LCAP. | | <p>Diagnostic 2 2026- 27</p> <p>Monta Loma Kinder - 64% 1st - 57% 2nd - 58 3rd - 76</p> <p>Theuerkauf Kinder - 80% 1st - 70% 2nd - 73%</p> | 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 its 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 English Language 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 than 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 by 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 completely 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) Mlstral (+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. One 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 | <p>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.</p> <p>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.</p> <p>Research indicates that coaching is an essential component of an effective professional development program. Coaching builds will, skill, knowledge, and capacity for all teachers.</p> <p>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:</p> <p>District Homeless Students in ELA and Math</p> <p>Schools Castro English Language Arts School Student Groups Vargas English Learner Progress</p> <p>Crittenden English Language Learners in ELA and/or Math</p> | \$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 Lernalers, 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 |
|----------|-------|---|-------------|--------------|
| | | <p>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.</p> <p>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.</p> <p>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:</p> <p>District Homeless Students in ELA and Math</p> <p>Schools Castro English Language Arts Vargas English Learner Progress</p> <p>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 Lerner, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math</p> | | |

| 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 | <p>Provide every K-5 teacher access to supplemental curriculum to support Designated English Language Development lessons.</p> <p>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).</p> | \$25,000.00 | No |
| 1.10 | Integrated English Language Development - English Learners and Long Term English Learners | <p>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..</p> <p>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</p> | \$25,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|---|---|--------------|--------------|
| 1.11 | English Language Learners - Newcomer Students | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> | \$537,027.00 | No |
| 1.12 | Supports for Students with Disabilities - Differentiated Assistance | <p>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.</p> | \$4,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|--------------------------------|---|-------------|--------------|
| | | <p>Co-Teaching The District will continue to implement co-taught classes in English Language Arts and mathematics at both middle schools.</p> <p>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.</p> <p>Social Resource Program The District will also be adding Social Resource Programs at two schools to better support students in general education with Autism.</p> <p>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)</p> <p>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.</p> | | |
| 1.13 | Multi Tiered System of Support | <p>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:</p> <ol style="list-style-type: none"> 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 |
|----------|---------------------|--|--------------|--------------|
| | | <p>2. Explore the feasibility of continuing to use a District generated website or purchasing a new data and MTSS management platform.</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> <p>District Homeless Students in ELA and Math</p> <p>Schools Castro English Language Arts Vargas English Learner Progress</p> <p>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 Lernalers, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math</p> | | |
| 1.14 | Early Literacy Team | <p>Learning Recovery Emergency Block Grant (LREBG) Action</p> <p>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.</p> | \$679,448.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|---------------|---|-------------|--------------|
| | | <p>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 Learners 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.</p> <p>Metrics 1.18 and 1.19</p> <p>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.</p> <p>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).</p> <p>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.</p> | | |
| 1.15 | Course Access | <p>Eight-Period Middle School Schedule</p> <p>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.</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|-------------|---|--|-------------|--------------|
| | | <p>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.</p> <p>This action is part of regular staff responsibilities and staffing - no expenditures.</p> | | |
| 1.16 | ELPAC Interim Assessments - English Language Learners and Long Term English Language Learners | <p>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.</p> <p>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</p> | \$5,000.00 | No |
| 1.17 | Mathematics Programming and Curriculum Adoption | <p>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.</p> | \$4,920.00 | No |
| 1.18 | Addressing Academic Outcomes | <p>In 2025-26 Homeless students will continue to be prioritized to attend after school programs.. The District will implement the progress monitoring</p> | \$10,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|-------------|---|--|-------------|--------------|
| | for Homeless Students in ELA/Math - Differentiated Assistance | <p>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.</p> <p>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.</p> | | |
| 1.19 | Supporting Students Transition to High School | <p>in 2025-26, staff will collaborate with partners from Mountain View Los Altos High School District to explore additional ways to support students transitioning to high school.</p> <p>Input gathered during student advisory meetings indicates that students need additional opportunities to learn about high school and expectations.</p> <p>Staff will conduct this work so no expenditures are required.</p> | \$0.00 | |

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 - 5.3% 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% | 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% | | 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% | 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 - 11.2% Socio-Economically Disadvantaged - 12.9% | Crittenden Middle School Hispanic/Latino - 12% Socio-Economically Disadvantaged - 13.7% | | Crittenden Middle School Hispanic/Latino - 4.48% Socio-Economically Disadvantaged - 5.16% | Crittenden Middle School Hispanic/Latino +0.8 PP Socio-Economically Disadvantaged +0.8 PP |
| | | Graham Middle School Homeless - 15.3% | Graham Middle School Homeless - 10.7% | | Graham Middle School Homeless - 6.3% | Graham Middle School Homeless - 4.6 PP |
| | | Landels Elementary Students with Disabilities - 7.5% | Landels Elementary Students with Disabilities - 5% | | Landels Elementary Students with Disabilities - 3.0% | |
| | | Mistral Elementary Students with Disabilities - 7.7% | Mistral Elementary | | Mistral Elementary | |
| | | Vargas Elementary Students with Disabilities - 11.8% | | | | |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|----------|--|--|--|----------------|---|---|
| | | | Students with Disabilities - 5.7% | | Students with Disabilities - 3.08% | Landels Elementary Students with Disabilities -2.5 PP |
| | | | Vargas Elementary Students with Disabilities - 3.3% | | Vargas Elementary Students with Disabilities - 4.8% | 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 (Action 2.7).

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 their 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 District's 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 1.0 FTE. 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 District's MTSS Coordinator was reassigned as an Interim Principal. Many of the Coordinator roles were filled by current staff but the expansion of the District's 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 its 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 | <p>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.</p> <p>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 -2.0 (See Goal 6, Action 2)</p> <p>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.</p> <p>District Students with Disabilities Homeless Students</p> <p>Schools Castro Elementary</p> <p>School Groups Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities</p> | \$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 Disabilities | | |
| 2.2 | Improving Attendance Rates | <p>To improve attendance and decrease truancy and chronic absenteeism the district will continue to do the following:</p> <ol style="list-style-type: none"> 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. <p>This action is part of regular staff responsibilities - no expenditures.</p> | \$0.00 | No |
| 2.3 | Addressing Chronic Absenteeism Differentiated Assistance | <p>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:</p> <ol style="list-style-type: none"> 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 |
|----------|-------|---|-------------|--------------|
| | | <p>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.</p> <p>3. Continue to provide two McKinney-Vento Liaisons who will :</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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</p> | | |

| Action # | Title | Description | Total Funds | Contributing |
|----------|---|--|-------------|--------------|
| 2.4 | Addressing Suspension Rates - Differentiated Assistance | <p>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:</p> <ol style="list-style-type: none"> 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. <p>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</p> <p>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.</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|-----------------------------|--|-------------|--------------|
| | | This action is part of regular staff responsibilities - no expenditures. | | |
| 2.5 | Supporting Student Behavior | <p>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.</p> <p>In 2025-26, the District will:</p> <ol style="list-style-type: none"> 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 (MTSS) framework, helping sites to avoid a punitive approach to behavior intervention. <p>This action will also support the District's work with reducing suspension rates for student groups with high rates of suspension:</p> <p>District Homeless and Students with Disabilities - Differentiated Assistance Hispanic, Socio-Economically Disadvantaged</p> <p>Schools Castro - Suspension Rates</p> <p>School Student Groups</p> <p>Suspension Rates Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities Graham: Homeless Vargas: Students with Disabilities</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|--|---|-------------|--------------|
| | | <p>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.</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> | | |
| 2.6 | Additional Targeted Support and Improvement/Targeted Support and Improvement | <p>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.</p> <p>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.</p> <p>The following schools are creating plans:</p> <p>Additional Targeted Support and Improvement (ATSI) Landels: Students with Disabilities Castro: Homeless Students and Hispanic/Latino Students Stevenson: Students with Disabilities</p> <p>Targeted Support and Improvement (TSI) Bubb: Students with Disabilities and Socio-Economically Disadvantaged Students</p> <p>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.</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|-------------|--|--|----------------|--------------|
| | | | | |
| 2.7 | Health and Wellness Committee | <p>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.</p> <p>In 2025-26 will continue its work to implement the Wellness Policy.</p> | \$2,000.00 | No |
| 2.8 | Partnership with School Linked Services | <p>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.</p> <p>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.</p> | \$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 | <p>Whole School, Whole, Community, Whole Child Model (WSCC)</p> <p>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</p> | \$1,859,366.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|-------|---|-------------|--------------|
| | | <p>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.</p> <p>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.</p> <p>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</p> <p>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:</p> <p>District Chronic Absenteeism Students with Disabilities</p> <p>Suspension Homeless, Hispanic, Socio-Economically Disadvantaged and Students with Disabilities</p> <p>Schools Castro - Suspension Rates</p> <p>School Student Groups Chronic Absenteeism Imai: Hispanic and Socioeconomically Disadvantaged Bubb: Hispanic and Socioeconomically Disadvantaged, and Students with Disabilities</p> | | |

| Action # | Title | Description | Total Funds | Contributing |
|----------|-------|--|-------------|--------------|
| | | <p>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</p> <p>Suspension Rates Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities Graham: Homeless Vargas: Students with Disabilities</p> | | |

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 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) | <p>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.</p> <p>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).</p> | \$1,200,309.00 | Yes |
| 3.2 | Equity | <p>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.</p> <p>In 2025-26, Equity work will include:</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|---------------------------------------|---|-------------|--------------|
| | | <ol style="list-style-type: none"> 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 | <p>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.</p> <p>In 2025-26 the District continue to offer both District sponsored and site sponsored Parent University events.</p> | \$5,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|---|--|-------------|--------------|
| 3.4 | Parent Communication | <p>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.</p> <p>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.</p> <p>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.</p> | \$0.00 | No |
| 3.5 | Communication practices that meet the needs of all families | <p>In 2025-26, staff will work Identify best practices in n family-school communication, specifically with families that speak Spanish or are underserved in the community.</p> <p>Community partners indicated a need to find new ways to communicate with families from Castro School as well which is the District's only Title 1 school and lowest performing school. MVWSD wants to ensure it has two-way communication with all community partners. Participation rates families that speak Spanish or who are socio-economically disadvantaged are lower than those of families who are white or Asian and are not economically disadvantaged.</p> <p>Staff will conduct this research so no expenditures are required.</p> | \$0.00 | |

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-assignments |

| 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 positions Don |
| 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 annual LCAP/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 |
|------------|--------------------------------|---|-------------|--------------|
| | | <p>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.</p> | | |
| 4.2 | Employee Retention and Support | <p>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.</p> <p>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</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> | \$0.00 | No |
| 4.3 | Hiring Process | <p>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.</p> <p>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.</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> | \$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 | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|------------|--------------------|---|--------------|--------------|
| | | <p>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.</p> <p>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.</p> <p>This action is part of regular staff responsibilities - no expenditures.</p> | | |
| 5.2 | Technology Devices | <p>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.</p> | \$552,996.00 | No |
| 5.3 | MVWSDConnect | <p>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.</p> <p>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</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|--------------------|---|-------------|--------------|
| | | 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 | | |
| 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 |
| 5.5 | Technology Review | <p>Conduct a review of technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. Include a review of research on best practices for technology in schools and recommendations for next steps</p> <p>This action will be supported by District staff. No expenditures are required.</p> | \$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.

| |
|---|
| <p>Priority 3: Parental Involvement (Engagement)</p> <p>Priority 4: Pupil Achievement (Pupil Outcomes)</p> <p>Priority 5: Pupil Engagement (Engagement)</p> <p>Priority 6: School Climate (Engagement)</p> <p>Priority 8: Other Pupil Outcomes (Pupil Outcomes)</p> |
|---|

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 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 1.0 FTE 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 and intervene effectively before incidents escalate. In 2025-26 the District will add a 0.5 FTE Assistant Principal at Castro School in addition to the 2.0 At Risk Supervisors.

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 addition 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 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.

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 6.4: Wellness Center - The District plans to continue its 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 | <p>Learning Recovery Emergency Block Grant Action (LREBG) The Early Literacy Team (See also Action 1.14) will dedicate 40% of its 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.</p> <p>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.</p> <p>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 Learners and Socio-economically disadvantaged students at these schools</p> | \$452,965.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|------------|---|---|-------------|--------------|
| | | <p>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.</p> <p>Metrics 1.18 and 1.19</p> <p>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.</p> <p>Castro English Language Arts Castro English Learners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math</p> | | |
| 6.2 | At Risk Supervisor | <p>In 2025-26, Castro will continue to have 2.0 FTE At Risk Supervisors (the same as 2024-25). The funds for these positions are listed in Goal 2, Action 1.</p> <p>This action will specifically support Castro school address the red indicator on the California Dashboard for suspension rates.</p> | \$0.00 | No |
| 6.3 | School and Community Engagement Facilitator | <p>In 2025-26, Castro will continue to have 1.5 FTE School and Community Engagement Facilitators, the same as 2024-25. Funding for this action is included in Goal 3, Action 1 so no expenditures are listed for this action.</p> <p>School and Community Engagement Facilitators act as the liaison between students, staff, and parents to remove barriers to improve student learning</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|----------------------|---|-------------|--------------|
| | | <p>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).</p> | | |
| 6.4 | Wellness Center | <p>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.</p> <p>This partnership will continue in the 2025-26 school year although the District anticipates that staffing will be reduced due to grant 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.</p> <p>This action will specifically support Castro school address the red indicators on the California Dashboard :</p> <p>Castro English Language Arts English Lernalers, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates</p> | \$0.00 | No |
| 6.5 | Additional Counselor | <p>In 2025-26, Castro will Continue to have a1.0 FTE counselor. Funding for the 1.0 FTE is listed in Goal 2, Action 10 so no funding is listed here.</p> <p>Castro School is also anticipated to have a 0.5 FTE Social Worker through the Wellness Center (Goal 6, Action 4)</p> <p>This action will specifically support Castro school address the red indicators on the California Dashboard :</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|------------|------------------------------|--|--------------|--------------|
| | | <p>Castro English Language Arts English Learners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates</p> | | |
| 6.6 | Transitional Kindergarten | <p>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.</p> | \$130,495.00 | No |
| 6.7 | New Daily Schedule/Breakfast | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> | \$6,200.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|----------|-----------------------|--|-------------|--------------|
| | | <p>longer instructional blocks to prioritize tier 1 instruction and provide for common intervention blocks so teams can work together to share students.</p> <p>This action will specifically support Castro school address the red indicators on the California Dashboard :</p> <p>Castro English Language Arts English Lernalers, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates</p> | | |
| 6.8 | Centralized Data Team | <p>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.</p> <p>This action has no funding as it is part of regular staff responsibilities.</p> <p>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.</p> <p>This action will specifically support Castro school address the red indicators on the California Dashboard:</p> <p>Castro English Language Arts</p> | \$0.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|-------------|---|---|--------------|--------------|
| | | English Learners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates | | |
| 6.9 | Dedicated Newcomer Teacher | In 2025-26, Castro will continue to have a dedicated newcomer teacher. 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 | <p>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.</p> <p>In 2025-26 Castro will share a Playworks coach with Mistral School, instead of having a full time coach.</p> <p>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 outdoor areas it makes sense for them to have one Playworks coach to support both sites.</p> <p>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.</p> | \$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 |

| Action # | Title | Description | Total Funds | Contributing |
|----------|-------|-------------|-------------|--------------|
| | | | | |

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 | <p>Action: Instructional Coaches</p> <p>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</p> | 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 | 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 |
|-------------------|--|--|--|
| | <p>indicate a need to continue to provide programs to target support to these groups.</p> <p>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.</p> <p>Scope: LEA-wide</p> | <p>Youth and other identified subgroups. The District will have a 1.0 FTE instructional coach at each 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.</p> <p>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.’</p> | <p>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 - Instructional Coaches</p> |
| <p>1.5</p> | <p>Action: Response to Instruction</p> <p>Need: While the District had overall ratings of High in ELA and Math, the Low ratings for English Learners and Socio-Economically</p> | <p>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-</p> | <p>The District is using several metrics to measure this goal including: 1.1: CAASPP Results - ELA</p> |

| 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 |
|-------------------|---|--|--|
| | <p>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.</p> <p>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:</p> <p>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)</p> <p>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)</p> <p>Scope: LEA-wide</p> | <p>Economically Disadvantaged students at all schools. The orange ratings for English Learners 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.</p> <p>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.</p> | <p>1.2; CAASPP Results - math 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</p> |
| 3.1 | Action: | MVWSD will continue this action and expects it to be effective because by investing in School and | |

| 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 |
|-------------------|--|--|--|
| | <p>School and Community Engagement Facilitators (SCEF)</p> <p>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.</p> <p>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</p> | <p>Community Engagement Facilitators we will strengthen the home to school connection and increase engagement as measured through survey data resulting in improved educational and personal outcomes for students and families.</p> <p>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</p> <p>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.</p> | <p>3.1 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.</p> <p>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.</p> <p>3.6 The percentage of families that agree or strongly agree that they are encouraged to be involved in school events</p> |

| 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 |
|-------------------|--|---|---|
| | <p>disabilities declined 8.7 percentage points in 2023-24 to 19.9%. The District will continue to monitor chronic absenteeism rates for Students with Disabilities and Homeless Students by SCEFs 2025-26.</p> <p>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.</p> <p>Scope: LEA-wide</p> | | <p>on the LCAP/Climate Survey.</p> <p>2.2 Chronic Absenteeism rates specifically for Homeless Students and Students with Disabilities</p> |

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 | <p>Action: Targeted Student Support Funding</p> <p>Need: All schools in MVWSD have English Learners and Socio-Economically Disadvantaged</p> | <p>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</p> | <p>The District is using several metrics to measure this goal including: 1.1: CAASPP Results - ELA</p> |

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|-------------------|---|---|--|
| | <p>Students and a few have students identified as Foster Youth. Additionally, each school site in our District is unique and their unduplicated 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.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p> | <p>Learners, Socio-Economically Disadvantaged students, and Foster Youth. Additional funding allows sites to target these needs in a variety of 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. These 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.</p> | <p>1.2; CAASPP Results - math 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</p> |

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 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 | |
| 1 | 1.19 | Supporting Students Transition to High School | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.1 | At Risk Supervisors | All | No | | | Specific Schools: Imai, Stevenson, Landels, Vargas, Crittenden, Graham, Mistral, Monta Loma, Theuerka | 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 |
|--------|----------|--|--|---|----------|--|---|-----------|-----------------|---------------------|----------------|-------------------|----------------|---------------|----------------|---|
| | | | | | | | uf and Castro | | | | | | | | | |
| 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, Stevenso n, Monta Loma, and Theuerka uf | 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 | |

| 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 |
|--------|----------|---|--------------------------------|---|-------|-------------------------------|-------------------------------------|-----------|-----------------|---------------------|------------|-------------------|--------------|---------------|--------------|---|
| 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 | |
| 3 | 3.5 | Communication practices that meet the needs of all families | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 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 | |
| 5 | 5.5 | Technology Review | 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 | |

| 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 |
|--------|----------|---|------------------|---|-------|-------------------------------|--|-----------|-----------------|---------------------|------------|-------------------|--------------|---------------|--------------|---|
| 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 | |
| 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, Statutes 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 # |
|--|
| <ul style="list-style-type: none">• 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:

- 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

Descripción general del presupuesto de LCFF para padres

Nombre de la Agencia Educativa Local (LEA): Distrito Escolar Mountain View Whisman

Código CDS: 43-69591-0000000

Año escolar: 2025-26

Información de contacto de LEA:

Cathy Baur

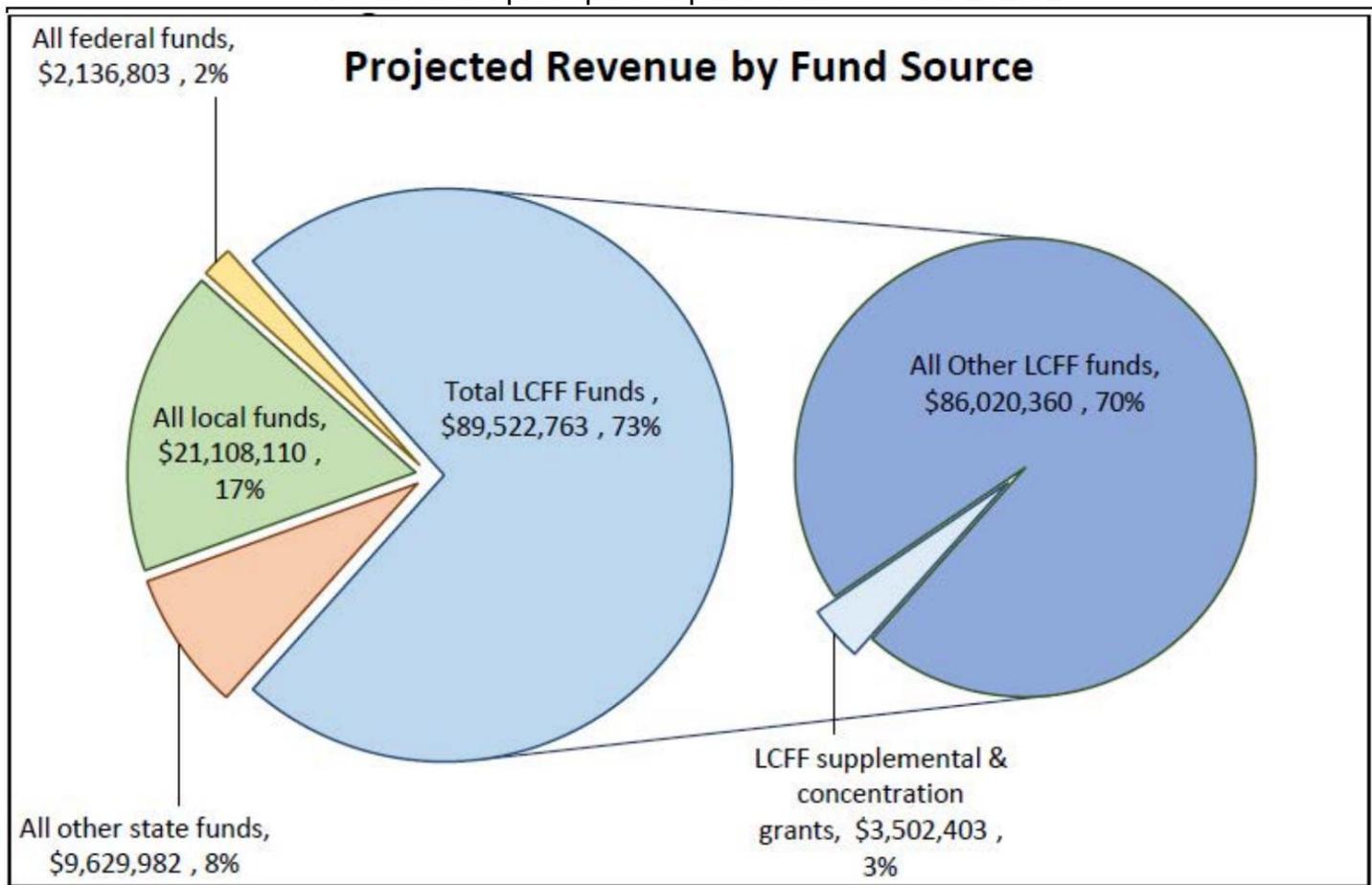
Director Académico

cbaur@mvwsd.org

(650) 526-3500 ext. 1125

Los distritos escolares reciben financiación de diferentes fuentes: fondos estatales bajo la Fórmula de Financiamiento de Control Local (LCFF), otros fondos estatales, fondos locales y fondos federales. Los fondos de la LCFF incluyen un nivel básico de financiación para todas las autoridades educativas locales (LEA) y financiación adicional —denominadas subvenciones "suplementarias y de concentración"— para las LEA, en función de la matriculación de estudiantes con altas necesidades educativas (jóvenes en hogares de acogida, estudiantes de inglés como segundo idioma y estudiantes de bajos ingresos).

Resumen del presupuesto para el año escolar 2025-26

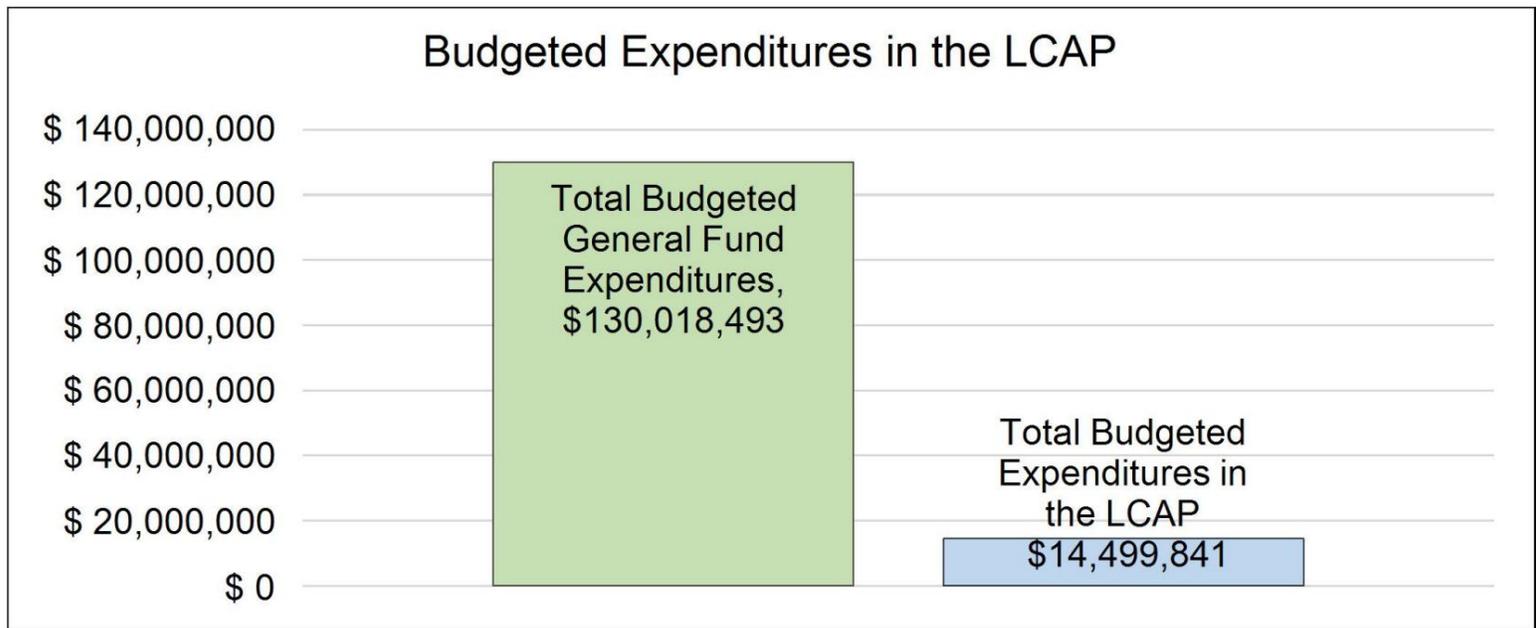


Este gráfico muestra los ingresos totales para fines generales que el Distrito Escolar Mountain View Whisman espera recibir el próximo año de todas las fuentes.

La descripción textual del gráfico anterior es la siguiente: Los ingresos totales proyectados para el Distrito Escolar Mountain View Whisman ascienden a \$122,397,658, de los cuales \$89,522,763 corresponden a la Fórmula de Financiamiento de Control Local (LCFF), \$9,629,982 a otros fondos estatales, \$21,108,110 a fondos locales y \$2,136,803 a fondos federales. De los \$89,522,763 en fondos LCFF, \$3,502,403 se generan con base en la matriculación de estudiantes con necesidades especiales (jóvenes en hogares de acogida, estudiantes de inglés como segundo idioma y estudiantes de bajos ingresos).

Descripción general del presupuesto de LCFF para padres

La LCFF otorga a los distritos escolares mayor flexibilidad para decidir cómo utilizar los fondos estatales. A cambio, los distritos escolares deben colaborar con los padres, educadores, estudiantes y la comunidad para desarrollar un Plan de Control Local y Rendición de Cuentas (LCAP) que demuestre cómo utilizarán estos fondos para atender a los estudiantes.



Este gráfico ofrece un breve resumen de la inversión prevista del Distrito Escolar Mountain View Whisman para el año escolar 2025-26. Muestra qué porcentaje del total está vinculado a las acciones y servicios planificados en el LCAP.

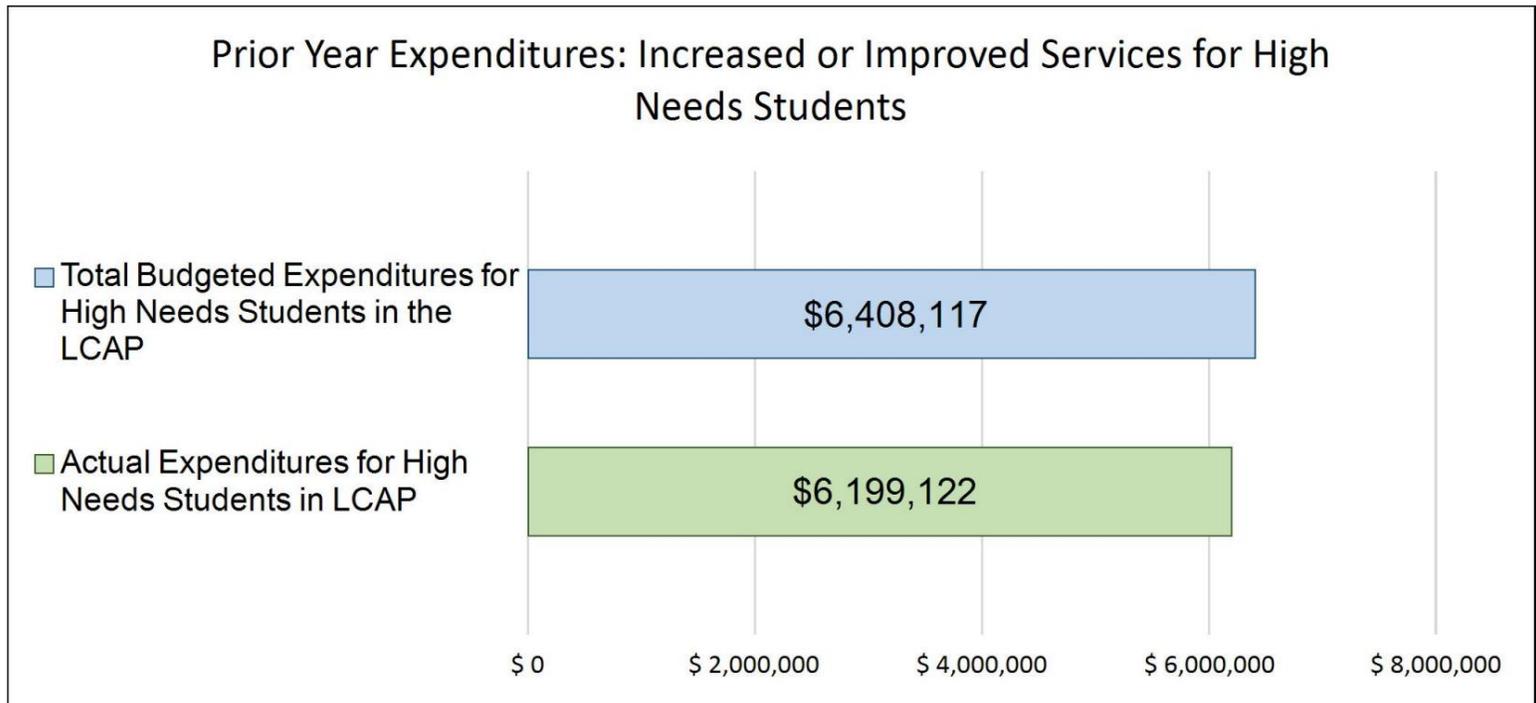
La descripción textual del gráfico anterior es la siguiente: El Distrito Escolar Mountain View Whisman planea gastar \$130,018,493 para el año escolar 2025-26. De esa cantidad, \$14,499,841 están vinculados a acciones/servicios del LCAP y \$115,518,652 no están incluidos en el LCAP. Los gastos presupuestados que no están incluidos en el LCAP se utilizarán para lo siguiente:

Los gastos más significativos del fondo general no incluidos en el LCAP se relacionan principalmente con los salarios de administradores, personal certificado, personal clasificado y personal de apoyo, así como con gastos que no se financian con fondos suplementarios ni son específicos de los objetivos, acciones y servicios del LCAP. Además, estos gastos pueden incluir instalaciones escolares y mantenimiento, que incluyen personal, equipo, reparaciones y contratos. Otros gastos del fondo general se relacionan con programas escolares, gastos generales (gas, agua, electricidad) y otros costos operativos del Distrito.

Servicios aumentados o mejorados para estudiantes con altas necesidades en el LCAP para el año escolar 2025-26

Para el año escolar 2025-26, el Distrito Escolar Mountain View Whisman proyecta recibir \$3,502,403, basándose en la matrícula de jóvenes en hogares de acogida, estudiantes de inglés como segundo idioma y estudiantes de bajos recursos. El Distrito Escolar Mountain View Whisman debe describir cómo pretende aumentar o mejorar los servicios para estudiantes con necesidades especiales en el Plan de Contabilidad y Control Local (LCAP). El Distrito Escolar Mountain View Whisman planea invertir \$7,025,734 para cumplir con este requisito, como se describe en el LCAP.

Actualización sobre servicios aumentados o mejorados para necesidades elevadas Estudiantes en 2024-25



Este gráfico compara lo que el Distrito Escolar de Mountain View Whisman presupuestó el año pasado en el LCAP para acciones y servicios que contribuyen a aumentar o mejorar los servicios para estudiantes con altas necesidades con lo que el Distrito Escolar de Mountain View Whisman estima que ha gastado en acciones y servicios que contribuyen a aumentar o mejorar los servicios para estudiantes con altas necesidades en el año actual.

La descripción textual del gráfico anterior es la siguiente: En el año escolar 2024-25, el LCAP del Distrito Escolar Mountain View Whisman presupuestó \$6,408,117 para acciones planificadas para aumentar o mejorar los servicios para estudiantes con necesidades especiales. El Distrito Escolar Mountain View Whisman gastó \$6,199,122 en acciones para aumentar o mejorar los servicios para estudiantes con necesidades especiales en el año escolar 2024-25.

La diferencia entre los gastos presupuestados y reales de \$208,995 tuvo el siguiente impacto en Mountain View Whisman para aumentar o mejorar los servicios para estudiantes con altas necesidades:

La diferencia entre lo presupuestado y lo real para el año escolar 2024-25 se debió a una combinación de vacantes sin cubrir, contrataciones tardías, la reasignación de la directora de Equidad y la incapacidad del centro para gastar su asignación, lo que resultó en gastos menores a los proyectados. Sin embargo, esto tuvo un impacto mínimo en la capacidad del Distrito para brindar o mejorar los servicios a los estudiantes no duplicados, y se implementaron otros apoyos, como Respuesta a la Instrucción, Lectoescritura Temprana, MTSS, capacitación docente y ELD integrado y designado. Además, aunque la Directora de Equidad fue reasignada, pudo realizar trabajo de equidad en todo el Distrito.

Plan de Control Local y Rendición de Cuentas

Las instrucciones para completar el Plan de Control y Responsabilidad Local (LCAP) siguen la plantilla.

| Nombre de la Agencia Educativa Local (LEA) | Nombre y cargo del contacto | Correo electrónico y teléfono |
|--|--|---|
| Distrito escolar de Mountain View Whisman | Cathy Baur Superintendente Asociado, Servicios Educativos | cbaur@mvwsd.org (650) 526-3500 ext. 1125 |

Resumen del plan [2025-26]

Información general

Una descripción de la LEA, sus escuelas y sus estudiantes de kínder de transición a 12.º grado, según corresponda. Las LEA también pueden proporcionar información sobre su plan estratégico, visión, etc.

El Distrito Escolar Mountain View Whisman (MVWSD) atiende a un grupo diverso de estudiantes con el objetivo de que cada estudiante, familia, personal y miembro de la comunidad participe y se comprometa con el aprendizaje en una alianza colaborativa, diversa e innovadora. Nuestra población estudiantil incluye un 23% de estudiantes que aprenden inglés (ELL) y el 69% de ellos se clasifican como personas en situación de desventaja socioeconómica. Nuestro recuento sin duplicar de la Fórmula de Financiamiento de Control Local (recuento de alumnos que (1) son estudiantes de inglés, (2) cumplen con los requisitos de ingresos o de elegibilidad categórica para comidas gratuitas o a precio reducido bajo el Programa Nacional de Almuerzos Escolares, o (3) son jóvenes en hogares de acogida) es del 37%. El 13% de los estudiantes se consideran estudiantes con discapacidad. El 75% de nuestros estudiantes ELL hablan español, pero el Distrito también tiene estudiantes que hablan muchos otros idiomas, como ruso, mandarín y japonés. Nuestra población estudiantil está compuesta por diversas etnias, con la mayoría de nuestros estudiantes (39%) identificados como hispanos/latinos, 23% blancos, 23% asiáticos, 1% afroamericanos, 2% filipinos y 12% con múltiples orígenes étnicos. El Distrito Escolar de MVWSD atiende a aproximadamente 4644 estudiantes desde preescolar hasta octavo grado en 11 escuelas de calidad: 9 escuelas primarias (incluyendo dos programas de elección) y 2 escuelas secundarias. Ninguna escuela del Distrito Escolar de MVWSD recibe fondos del Multiplicador de Equidad.

Reflexiones: Actuación anual

Una reflexión sobre el desempeño anual basada en una revisión del Tablero de Control Escolar de California (Dashboard) y datos locales.

El Distrito Escolar de McKinsey (MVWSD) continúa utilizando iReady y la Evaluación de Desempeño y Progreso Estudiantil (CAASPP) para medir los resultados académicos de los estudiantes. Las evaluaciones iReady se realizan tres veces al año en agosto, diciembre y mayo. El Distrito también ha analizado los resultados del Tablero de California, que...

publicado en noviembre de 2024, así como otros datos internos, incluidos datos de asistencia y suspensión, así como los resultados de la Encuesta de clima/LCAP del distrito que se realiza anualmente.

Evaluación CAASPP 2024

El porcentaje general de estudiantes que cumplieron o superaron los estándares en la Evaluación de California del Desempeño y Progreso Estudiantil (CAASPP) en la primavera de 2023 en Artes del Lenguaje Inglés fue del 62% y del 58% en matemáticas. En general, el Distrito continúa superando al estado y al condado de Santa Clara, aunque las puntuaciones bajaron ligeramente con respecto a 2022 (-2 y 0 puntos porcentuales, respectivamente). Los estudiantes de tercer y quinto grado tuvieron niveles más altos de competencia (63 y 68 por ciento de competencia) que los estudiantes de cuarto, sexto, séptimo y octavo grado (58 a 62 por ciento de competencia) en Artes del Lenguaje Inglés. El cuarto grado tuvo una disminución de 8 puntos porcentuales en la competencia en comparación con 2023 y los estudiantes de sexto grado tuvieron un aumento de +5 puntos porcentuales. En matemáticas, los estudiantes de tercer y cuarto grado tuvieron el nivel más alto de competencia (62 por ciento de competencia), mientras que el sexto grado tuvo el nivel más bajo de competencia (54 por ciento de competencia) en matemáticas, aunque esto representa un aumento de cinco puntos porcentuales con respecto a los resultados de 2023. El rendimiento estudiantil varió, con brechas significativas entre el total de estudiantes y algunos grupos. Las brechas aumentaron más en Lengua y Literatura Inglesas que en Matemáticas. Consulte los porcentajes de competencia a continuación para Lengua y Literatura Inglesas y Matemáticas.

Artes del lenguaje inglés

Reclasificado como competente en inglés (RFEP) - 60 % (-2 puntos porcentuales (PP) a partir de 2023),

Estudiantes de inglés (EL) - 9% (igual que en 2023).

Socioeconómicamente desfavorecidos (SED) - 28% (-3 PP a partir de 2023)

Estudiantes con discapacidades (SWD) - 24% (-3 PP a partir de 2023)

Personas sin hogar - 26% (igual que en 2023)

Asiáticos - 88% (-2 PP desde 2023)

Hispano/Latino - 31% (-2 desde 2023)

Blanco - 83% (-3 desde 2023)

Matemáticas

Reclasificados como competentes en inglés (RFEP) - 52 % (igual que en 2023)

Estudiantes de inglés (EL) - 11% (igual que en 2023)

Socioeconómicamente desfavorecidos (SED) - 21% (-2 PP a partir de 2023)

Estudiantes con discapacidad (SWD) - 24% (+1 PP a partir de 2023)

Personas sin hogar - 16% (igual que en 2023)

Asiáticos - 89% (igual que en 2023)

Hispano/Latino - 22% (-1 PP desde 2023)

Blanco - 80% (+1 a partir de 2023)

Evaluaciones iReady del distrito

Los datos de las evaluaciones distritales iReady Diagnóstico 3 de mayo de 2025 no estarán disponibles a tiempo para la aprobación del plan de Control Local y Rendición de Cuentas.

Una revisión de los resultados del Diagnóstico iReady 2, realizado en diciembre de 2024, indica que, en general, los estudiantes se mantienen en rendimiento tanto en lectura como en matemáticas. El 59 % de los estudiantes se encontraba al nivel de su grado o por encima de él en diciembre en lectura, en comparación con el 58 % en 2023. Además, los datos generales de lectura iReady del Diagnóstico 2 de 2023 al Diagnóstico 2 de 2024 mostraron un aumento en la competencia general de los estudiantes con discapacidad (+1 PP) y los estudiantes reclasificados (+2 PP). Los resultados para los estudiantes identificados como socioeconómicamente vulnerables...

Los estudiantes desfavorecidos (0 PP) y los hispanos/latinos (0 PP) se mantuvieron sin cambios. Los grados K (+1 PP) 1 (+9 PP), 2 (+4 PP) y 3 (+2) mostraron , 8 (+2 PP) también tuvieron aumentos en la competencia en lectura i-Ready. El 51 % de los estudiantes alcanzó o superó el nivel de su grado en matemáticas en diciembre, lo que representa una disminución de (-1 PP) con respecto a 2024. Las puntuaciones en matemáticas variaron entre los grupos de estudiantes y los grados, con descensos generales por grupo de estudiantes.

Carta de determinación anual

El Distrito Escolar de MVWSD ya no se considera Significativamente Desproporcionado por sobreidentificar a estudiantes hispanos/latinos con una discapacidad específica de aprendizaje. Se considera Desproporcionado (no Significativamente Desproporcionado) por la sobreidentificación de estudiantes hispanos/latinos para suspensiones (menos de diez días de clase). La carta de Determinación Anual, de conformidad con la Ley para Individuos con Discapacidades (IDL), enviada por el Departamento de Educación de California, indica que el Distrito Escolar de MVWSD cumplió con todos los demás indicadores, incluyendo: tasa de deserción escolar, rendimiento académico, edad escolar con un nivel de educación ambiental (LRE), preescolar con un nivel de educación ambiental (LRE), participación de los padres y Child Find.

Panel de control de California

El Distrito tuvo las siguientes calificaciones generales en el Tablero de California en noviembre de 2024:

Artes del lenguaje inglés (ELA) - Verde/Alto

Matemáticas - Verde/Alto

Ciencia - Sin indicador de rendimiento

Progreso de los estudiantes de inglés - Naranja/Bajo

Ausentismo crónico - Amarillo/Medio

Suspensiones - Naranja/Alta

Se cumplieron todos los indicadores locales.

Las calificaciones generales de todos los indicadores fueron las mismas que las del Tablero de 2023.

Los grupos de estudiantes obtuvieron las siguientes calificaciones en Artes del Lenguaje Inglés

Rojo/Muy bajo: personas sin hogar, estudiantes de inglés a largo plazo y estudiantes con discapacidades

Naranja/Bajo: Estudiantes que aprenden inglés, hispanos/latinos, estudiantes con desventaja socioeconómica y afroamericanos

Amarillo/Medio: No se admiten grupos de estudiantes

Verde/Alto: Filipino, Dos o más razas, Blanco

Azul/Muy alto: Asiático

Los grupos de estudiantes obtuvieron las siguientes calificaciones en matemáticas:

Rojo/Muy bajo: Personas sin hogar y estudiantes de inglés a largo plazo

Naranja/Bajo: Estudiantes que aprenden inglés, hispanos/latinos, en desventaja socioeconómica, estudiantes con discapacidades y africanos Americano

Amarillo/Medio: Filipino

Verde/Alto: No hay grupos de estudiantes

Azul/Muy alto: asiático, dos o más razas y blanco

Progreso de los estudiantes de inglés

En general, el Distrito tiene una calificación Naranja/Baja para el Progreso de los Estudiantes de Inglés, que es similar a la de 2023.

En el área de Ausentismo Crónico, la calificación general del Distrito es Amarillo/Medio.

Rojo/Muy alto: Sin grupos de estudiantes

Naranja/Alto: Afroamericanos y estudiantes de inglés a largo plazo Amarillo/Medio:

Estudiantes de inglés, hispanos/latinos, en desventaja socioeconómica, sin hogar y estudiantes con discapacidades Verde/Bajo: Asiáticos, filipinos y blancos Azul/Muy bajo: Dos o más razas

Las tasas generales de ausentismo crónico cayeron 4 puntos porcentuales desde 2023. Ningún grupo de estudiantes está en la categoría Roja o Muy Alta.

Los estudiantes afroamericanos y los estudiantes de inglés como segundo idioma se encuentran en la categoría Naranja, con altas tasas de ausentismo crónico. Los estudiantes de inglés como segundo idioma, hispanos/latinos, personas en situación de desventaja socioeconómica y personas sin hogar siguen en la categoría Amarillo/Medio, y los estudiantes con discapacidades pasaron de la categoría Naranja/Alto a Amarillo/Medio.

En el área de Suspensiones, la calificación general del Distrito fue Naranja/Alta; Roja/Muy Alta:

Afroamericanos, Personas sin Hogar y Estudiantes con Discapacidades. Naranja/Alta: Estudiantes

que Aprenden Inglés, Hispanos/Latinos, Estudiantes de Inglés a Largo Plazo y Estudiantes con Desventajas Sociales, y Blancos. Amarilla/Media: Asiáticos, Dos o Más Razas y Blancos.

Verde/Baja: Filipinos. Azul/Muy Baja: Sin grupos de estudiantes. Como

se anticipó, el Distrito

observó un aumento en las tasas de suspensión

para la mayoría de los subgrupos entre 2023 y 2024. La calificación general del Distrito se mantiene en Naranja/Alta, y varios subgrupos, incluyendo a los afroamericanos, personas sin hogar y estudiantes con discapacidades, se encuentran en Rojo/Muy Alta.

El Distrito ha identificado las siguientes métricas y pasos de acción para abordar los grupos de estudiantes con calificaciones rojas en el Tablero de 2023.

Sin hogar - Métricas de ELA/

Matemáticas: 1.1 -

CAASPP ELA 1.2 -

CAASPP Matemáticas 1.9 - I-

Ready Reading 1.11 - I-

Ready Math 1.18 - Abordar los resultados académicos para estudiantes sin hogar - Acciones de asistencia diferenciada

1.1 -

Orientadores educativos 1.5 -

Respuesta a la intervención 1.13 -

Sistema de apoyo de varios niveles 1.14 - Equipo

de alfabetización temprana 1.18 -

Abordar los resultados académicos para estudiantes sin hogar - Asistencia diferenciada

Ausentismo crónico: estudiantes con discapacidades Métrica: 2.2

-

Acciones de tasas de ausentismo crónico

- 2.3 - Abordar el ausentismo crónico
- 2.6 - Planes adicionales de soporte y mejora específicos
- 2.10 - Consejeros en todos los planteles escolares

Suspensiones: Personas sin hogar, hispanos, en desventaja socioeconómica y estudiantes con discapacidades

Métrico:

2.4 - Tasas de suspensión

Comportamiento

- 2.1 - Supervisores en riesgo
- 2.4 - Tasas de suspensión
- 2.5 - Apoyo al comportamiento estudiantil
- 2.6 - Planes adicionales de soporte y mejora específicos
- 2.10 - Consejeros

Rendimiento a nivel escolar

MVWSD tiene una población muy diversa y cada una de sus once escuelas tiene diferentes desafíos y motivos para celebrar.

Las siguientes escuelas tienen calificaciones Azul/Muy Altas en Lengua y Literatura Inglesas: Landels y Stevenson. Landels y Stevenson también tienen calificaciones Azul/Muy Altas en Matemáticas. Varias escuelas, entre ellas Imai, Bubb, Crittenden, Mistral, Graham y Vargas, también obtuvieron calificaciones Verde/Alta en Lengua y Literatura Inglesas, y en Matemáticas, entre ellas Bubb, Crittenden, Mistral, Graham, Vargas y Monta Loma.

La Escuela Primaria Castro tiene una calificación roja en Lengua y Literatura Inglesas y en suspensiones. Las medidas de acción en las metas 1, 2 y 6 están diseñadas para mejorar los resultados en Castro (ver más abajo).

Landels, Crittenden y Monta Loma tienen calificaciones de Azul/Muy Alto en el Progreso de los Estudiantes de Inglés. Varias escuelas, incluyendo Bubb y Vargas, tienen calificaciones de Amarillo/Medio o Naranja/Bajo. Vargas obtuvo una calificación de Rojo/Muy Bajo en este indicador en 2023.

A nivel escolar, el Distrito ha observado una disminución en las tasas de ausentismo crónico entre 2023 y 2024 en general, y en todas las escuelas, excepto en Mistral, que mantuvo las tasas de 2023. Castro (-8.7 puntos porcentuales), Monta Loma (-12.5 puntos porcentuales) y Theuerkauf (-10.6 puntos porcentuales) registraron las mayores disminuciones. Ninguna escuela obtuvo una puntuación roja en el Tablero en este aspecto.

Las tasas de suspensión aumentaron en todo el Distrito y en siete escuelas: Imai, Castro, Landels, Mistral, Monta Loma, Stevenson, Theuerkauf y Graham. La escuela Castro tiene una calificación roja en este indicador.

El Distrito ha identificado los siguientes pasos de acción y métricas para abordar los grupos de estudiantes con calificaciones rojas en el Tablero de 2023.

Tasa de suspensión de Castro

Métrica

6.12

Comportamiento

- 2.1 - Supervisores en riesgo
- 2.4 - Abordar las tasas de suspensión
- 2.5 - Abordar el comportamiento de los estudiantes

2.6 - Apoyo y mejora específicos adicionales 6.4 - Centro de bienestar 6.5 - Consejero adicional

Castro ELA

Métricas

6.1 - CAASPP - ELA 6.2 - CAASPP Matemáticas

6.6 - Lectura I-Ready 6.8 - Acciones de Matemáticas I-Ready

1.1 - Instructores/Instructor ELD 1.5 - Respuesta

a la instrucción 1.13 Sistema de apoyo de múltiples niveles 6.1 - Equipo de alfabetización temprana 6.7 - Horario diario/Desayuno 6.8 - Equipo de datos centralizados

Vargas El Progress

Métrica

1.16

Acciones

1.1 - Coach de instrucción/Coach de desarrollo del idioma inglés 1.5 - Respuesta a la instrucción 1.8 - Desarrollo del idioma inglés designado 1.10 - Desarrollo integrado del idioma inglés 1.11 - Estudiantes que aprenden inglés - Estudiantes recién llegados 1.13 - Sistema de apoyo de varios niveles 1.16 - Evaluaciones provisionales ELPAC - Estudiantes que aprenden inglés y estudiantes que aprenden inglés a largo plazo

Grupos de estudiantes escolares con indicadores rojos en el Panel de California de 2023

Imai: Hispanos y en situación socioeconómica desfavorecida - Absentismo crónico

Bubb: Estudiantes hispanos, desfavorecidos socioeconómicamente y con discapacidades - Absentismo crónico

Crittenden: Blanco - Ausentismo crónico

Estudiantes de inglés - Artes del lenguaje inglés

Estudiantes de inglés - Matemáticas

Hispanos y desfavorecidos socioeconómicamente - Tasa de suspensión

Landels: Estudiantes de inglés y estudiantes con discapacidades: ausentismo crónico

Estudiantes con discapacidades - Tasa de suspensión

Mistral: Estudiantes con discapacidades - Tasa de suspensión

Graham: Sin hogar - Ausentismo crónico

Estudiantes de inglés e hispanos - Artes del lenguaje inglés

Estudiantes de inglés, hispanos y en desventaja socioeconómica - Matemáticas

Personas sin hogar - Tasa de suspensión

Vargas: Estudiantes con discapacidades - Tasa de suspensión

Castro: Estudiantes de inglés, hispanos y en situación socioeconómica desfavorecida - Idioma inglés

Letras

Estudiantes de inglés e hispanos - Matemáticas

Estudiantes hispanos, sin hogar, en situación de desventaja socioeconómica y con discapacidades: tasa de suspensión

Monta Loma: Estudiantes con discapacidad y blancos: ausentismo crónico

Stevenson: Hispanos y estudiantes con discapacidades: ausentismo crónico

Theuerkauf: Estudiantes con discapacidad - Absentismo crónico

Este Distrito ha identificado las siguientes métricas y pasos de acción para abordar estas áreas en el LCAP como se identifica a continuación.

Imai - Hispanos y en Desventaja Socioeconómica - Ausentismo Crónico Métricas 2.2 Tasas de

Ausentismo Crónico Acciones: 2.3

Abordar

el Ausentismo Crónico 2.6 Apoyo y Mejoras

Adicionales Dirigidos 2.10 Consejeros

Bubb: Estudiantes hispanos, en desventaja socioeconómica y con discapacidades - Métricas de ausentismo crónico: 2.2 Acciones de
tasas de

ausentismo crónico 2.3 Abordar el

ausentismo crónico 2.10 Consejeros

Crittenden

White - Métricas de ausentismo

crónico:

2.2 Acciones de tasas de ausentismo

crónico

2.3 Abordar el ausentismo crónico 2.10

Consejeros

Crittenden

Estudiantes de inglés - Artes del lenguaje inglés

Métricas

1.1 CAASPP ELA y 1.9 Acciones de lectura I-Ready

1.1 Instructores instructivos/Instructor de desarrollo del idioma inglés 1.5 Respuesta a la instrucción 1.8 Desarrollo del idioma inglés designado 1.10 Desarrollo integrado del idioma inglés 1.11 Estudiantes de inglés como segundo idioma - Recién Llegados 1.13 Sistema de apoyo de varios niveles 1.16 Evaluaciones ELPAC provisionales

Estudiantes de inglés de Crittenden - Matemáticas

Métrica

1.2 CAASPP Matemáticas, 1.11 Acciones de I-Ready

Matemáticas 1.1 Instructores instructivos/Instructor de desarrollo del idioma inglés 1.5 Respuesta a la instrucción 1.8 Desarrollo del idioma inglés designado 1.10 Desarrollo integrado del idioma inglés 1.11 Estudiantes de inglés como segundo idioma - Recién Llegados 1.13 Sistema de apoyo de varios niveles 1.16 Electivas provisionales de ELPAC

Crittenden Hispano y Socioeconómicamente Desfavorecidos - Métricas de Tasa de Suspensión 2.4 - Acciones

de Tasas de Suspensión 2.1

Supervisores en Riesgo 2.4

Abordar las Tasas de Suspensión 2.5

Apoyar el Comportamiento Estudiantil 2.10

Consejero

Landels

Estudiantes de inglés y estudiantes con discapacidades: métricas de ausentismo crónico 2.2

Acciones sobre las tasas de ausentismo crónico

2.3 Abordar el ausentismo crónico 2.6 Apoyo y mejoras adicionales específicos 2.10 Consejero

Estudiantes con discapacidades de Landels - Métricas de la tasa de

suspensión 2.4 Tasas de
suspensión 2.12 Acciones de la
tasa de

desproporcionalidad 2.1

Supervisor en riesgo 2.4 Abordar las tasas

de suspensión 2.5 Abordar el

comportamiento del estudiante 2.6 Apoyo y mejora específicos

adicionales 2.10 Consejero

Métricas

de Mistral

2.4 Tasas de suspensión

2.12 - Acciones de

desproporcionalidad 2.1

Supervisor en riesgo 2.1

Supervisor en riesgo 2.4 Abordar las tasas

de suspensión 2.5 Abordar el

comportamiento del estudiante 2.6 Apoyo y mejora específicos

adicionales 2.10 Consejero

Graham:

Personas sin hogar - Ausentismo crónico

Métrica 2.2 Tasas de ausentismo crónico Acciones

2.3 Abordar el ausentismo crónico 2.10

Consejeros

Estudiantes

de inglés de Graham - Métricas de artes del lenguaje

inglés

1.1 CAASPP ELA y 1.9 Acciones de lectura I-Ready 1.1

Entrenadores instructivos/Entrenador de desarrollo del idioma inglés 1.5 Respuesta

a la instrucción 1.8 Desarrollo del

idioma inglés designado 1.10 Desarrollo del idioma inglés

integrado

1.11 Estudiantes de inglés como segundo idioma - Recién Llegados

1.13 Sistema de apoyo de varios niveles 1.16

Evaluaciones ELPAC provisionales

Graham

Hispanic - Métricas de artes del lenguaje en inglés

1.1

CAASPP ELA y 1.9 Acciones de lectura I-Ready 1.1 Entrenadores
instructivos/

Entrenador de desarrollo del idioma inglés 1.5 Respuesta a la instrucción 1.13 Sistema de apoyo
de múltiples niveles

Estudiantes

de inglés de Graham: Métricas
matemáticas

1.2 CAASPP ELA y 1.11 Acciones de lectura I-Ready

1.1 Instructores instructivos/Instructor de desarrollo del idioma inglés 1.5 Respuesta a la instrucción

1.8 Desarrollo del idioma inglés designado

1.10 Desarrollo integrado del idioma inglés 1.11 Estudiantes de inglés

como segundo idioma - Recién Llegados 1.13 Sistema de apoyo de varios
niveles 1.16 Evaluaciones ELPAC provisionales

Graham

Hispano y Socioeconómicamente Desfavorecido-Matemáticas 1.2 CAASPP ELA y

1.11 Acciones de Lectura I-Ready 1.1 Entrenadores Instructivos/

Entrenador

de Desarrollo del Idioma Inglés 1.5 Respuesta a la Instrucción 1.13 Sistema de Apoyo de Múltiples
Niveles

Graham

Homeless - Índice de suspensión Métrica

2.4 Acciones de índices de suspensión 2.1

Supervisores

en riesgo 2.4 Abordar el ausentismo

crónico

2.5 Apoyo al comportamiento estudiantil
2.6 Apoyo y mejora específicos adicionales 2.10 Consejeros

Estudiantes con discapacidades de Vargas - Métricas de la tasa

de suspensión 2.4 Tasas de suspensión 2.12 - Acciones de

desproporcionalidad 2.1

Supervisor en riesgo 2.1

Supervisor en riesgo 2.4 Abordar las tasas

de suspensión 2.5 Abordar el

comportamiento del estudiante 2.6 Apoyo y mejora específicos adicionales 2.10 Consejero

Castro

Estudiantes de inglés - Métricas de artes del lenguaje en inglés

6.1 CAASPP ELA y 6.7 Acciones de lectura I-Ready 1.1

Instructores instructivos/Instructor de desarrollo del idioma inglés 1.5 Respuesta a la instrucción 1.8 Desarrollo del

idioma inglés designado 1.10 Desarrollo del idioma inglés

integrado 1.13 Sistema de apoyo de múltiples niveles 1.18

Evaluaciones provisionales ELPAC 6.7 Horario

diario/Desayuno 6.8 Equipo de datos

centralizados

Castro

Hispano y Socioeconómicamente Desfavorecido - Métricas de Artes del Lenguaje en Inglés 6.1 CAASPP

ELA y 6.7 Acciones de Lectura I-Ready 1.1 Entrenadores

Instruccionales/Entrenador de Desarrollo del Idioma Inglés 1.5 Respuesta a la

Instrucción 1.13 Sistema de Apoyo

de Múltiples Niveles 6.7 Horario Diario/

Desayuno

6.8 Equipo de datos centralizado

Castro

Estudiantes de inglés - Métricas
de

matemáticas 6.2 CAASPP Matemáticas y 6.8 Acciones
de I-

Ready Matemáticas 1.1 Instructores instructivos/Instructor de desarrollo del idioma
inglés 1.5 Respuesta a la instrucción

1.8 Desarrollo del idioma inglés designado 1.10 Desarrollo
integrado del idioma inglés 1.13 Sistema de apoyo de múltiples
niveles 1.18 Evaluaciones provisionales ELPAC

6.7 Horario diario/Desayuno 6.8
Equipo de datos centralizado

Castro

Hispano - Métricas
de

Matemáticas 6.2 CAASPP Matemáticas y 6.8 Acciones
de I-

Ready Matemáticas 1.1 Entrenadores Instruccionales/Entrenador de Desarrollo del
Idioma Inglés 1.5 Respuesta a la

Instrucción 1.13 Sistema de Apoyo de Múltiples

Niveles 6.7 Horario Diario/Desayuno
6.8 Equipo de Datos Centralizados

Castro

Hispano, Sin Hogar, Socioeconómicamente Desfavorecido y Estudiantes con Discapacidades - Métricas de Tasa de Suspensión 6.12
Acciones

de Tasas de Suspensión 2.1
Supervisor

en Riesgo 2.4 Abordar las

Tasas de Suspensión 2.5 Abordar el

Comportamiento Estudiantil 2.10 Consejero

6.2 Supervisor en

Riesgo 6.4 Centro de

Bienestar 6.5 Consejero

Castro

Estudiantes con discapacidades - Tasa de suspensión

Métrica

1.12 - Desproporcionalidad

6.12 Acciones de tasas de

suspensión 2.1 Supervisor

en riesgo 2.4 Abordar las tasas de

suspensión 2.5 Abordar el comportamiento

del estudiante 2.6 Apoyo y mejora específicos adicionales 2.10

Consejero 6.2

Supervisor en riesgo 6.4

Centro de bienestar 6.5

Consejero

Estudiantes con

discapacidades y blancos de Monta Loma: métricas de ausentismo crónico

2.2

Acciones sobre las tasas de ausentismo

crónico

2.3 Abordar el ausentismo crónico 2.6 Apoyo y

mejoras adicionales específicos 2.10 Consejeros

Stevenson

Hispanos y Estudiantes con Discapacidades - Métricas de Ausentismo Crónico

2.2 Tasas

de Ausentismo Crónico Acciones: 2.3

Abordar

el Ausentismo Crónico 2.6 Apoyo y Mejoras

Adicionales Dirigidos 2.10 Consejeros

Theuerkauf

Estudiantes con discapacidades - Métricas de ausentismo

crónico

2.2 Acciones de tasas de ausentismo

crónico:

2.3 Abordar el ausentismo crónico 2.6 Apoyo y

mejoras adicionales específicos

2.10 Consejeros

Apoyo y asistencia específicos adicionales

Seis escuelas dejaron de recibir Apoyo y Mejora Adicional Específico (ATSI) según los resultados del Panel de noviembre de 2024. Tres escuelas en MVWSD siguen recibiendo Apoyo y Mejora Adicional (ATSI) y una escuela recibió Apoyo y Mejora Específico (TSI). Estas cuatro escuelas tienen uno o más grupos de estudiantes que cumplen con algunos de los criterios utilizados para identificar a las escuelas de Título 1 que necesitan Apoyo y Mejora Integral. Los resultados del Panel se basan en datos recopilados durante el año escolar 2023-24.

Las escuelas identificadas y las áreas que necesitan mejoras son las siguientes:

Escuela Primaria Bubb: Estudiantes con discapacidades y estudiantes en situación de desventaja socioeconómica

Escuela Primaria Castro: Estudiantes hispanos/latinos y sin hogar

Escuela Primaria Landels: Estudiantes con discapacidades

Escuela Primaria Stevenson: Estudiantes con discapacidades

Todas las escuelas colaborarán con los administradores del Distrito para desarrollar medidas que aborden las áreas que requieren Apoyo y Mejora Adicional Específico o Apoyo y Mejora Específico. Cada escuela creará un plan ATSI/TSI que se aprobará, implementará y supervisará localmente durante el año escolar 2025-26.

Subvención en bloque para emergencias y recuperación del aprendizaje

El Distrito Escolar de MVWSD prevé tener fondos LREBG no utilizados para el año escolar 2025-26 por un monto de \$2,743,269. El Distrito planea gastar \$615,550 en 2025-26 (Meta 1.14: \$279,448 y Meta 6.1: \$336,102). El Distrito mantendrá un Equipo de Alfabetización Temprana en 2026-27 (\$1,215,374) y 2027-28 (\$906,177) y utilizará los fondos LREBG restantes para este propósito. Los fondos se gastarán en su totalidad en 2027-28.

La evaluación de necesidades del Distrito ha identificado la alfabetización temprana como una necesidad, especialmente en algunas escuelas del Distrito. Al final del año escolar 2022-23, el 67% de los estudiantes de segundo grado leían a nivel de grado (26% en Castro, 51% en Monta Loma, 56% en Mistral, 58% en Theuerkauf) y el 14% de los estudiantes de segundo grado leían a nivel de kínder (44% en Castro, 23% en Monta Loma, 18% en Mistral). Sin habilidades fundamentales sólidas, los estudiantes no pueden o tienen dificultades para pasar de aprender a leer a leer para aprender de segundo a tercer grado. El Distrito convocó un Equipo de Alfabetización Temprana (Acción 1.14), compuesto por 6 maestros de intervención en lectura que apoyan a 4 escuelas con las mayores necesidades de intervención en habilidades fundamentales de alfabetización. Además, el Equipo de Alfabetización dedica el 40% de su tiempo a trabajar con los estudiantes de la Escuela Castro, que tiene las mayores necesidades en el Distrito (Acción 6.1). Los maestros están capacitados en el enfoque educativo Orton-Gillingham e imparten clases de lectura en grupos pequeños a lo largo del año escolar. Se supervisará de cerca el progreso de los estudiantes y se asignará personal para atender las necesidades según surjan. Al final del año escolar 2023-24, los datos de i-Ready mostraron que el rendimiento en lectoescritura temprana aumentó en las cuatro escuelas, especialmente para los estudiantes EL, SED e hispanos/latinos.

+9% Castro

+18% Monta Loma

+10% Compra de libros

+2% Mistral (Los estudiantes están aprendiendo a leer en dos idiomas)

-83% de los estudiantes de jardín de infantes de Castro son competentes al final del año

Estos datos llevaron al Distrito a agregar una escuela adicional, Vargas, para el año escolar 2024-25. Las acciones 1.14 y 6.1 se alinean con los usos permitidos de los fondos en el área de acelerar el progreso para cerrar las brechas de aprendizaje mediante la implementación, expansión o mejora de los apoyos de aprendizaje basados en evidencia, tales como: Tutoría u otros apoyos de aprendizaje individuales o en grupos pequeños proporcionados por personal certificado o clasificado. Las métricas 1.18 y 1.19 se agregaron en 2025-26 para monitorear aún más el progreso de los estudiantes que reciben intervención de alfabetización. El Distrito continuará utilizando el Equipo de Alfabetización Temprana en 2025-26 para brindar intervención de lectura en cinco escuelas. El único cambio es que, debido a los cambios de personal, el programa no tendrá un Director dedicado, en su lugar, el programa será supervisado por el Director de Currículo, Instrucción y Evaluación, quien anteriormente ocupaba el puesto de Director de Alfabetización Temprana.

Reflexiones: Asistencia Técnica

En su caso, un resumen del trabajo en curso como parte de la asistencia técnica.

El distrito fue identificado como elegible para Asistencia Diferenciada con base en el Panel de Control de California de 2023 por los resultados académicos y la tasa de suspensiones para estudiantes sin hogar. También fue identificado para estudiantes con discapacidad por la tasa de suspensiones y el ausentismo crónico. El distrito fue identificado como elegible para Asistencia Diferenciada con base en el Panel de Control de California de 2024 para estudiantes sin hogar por sus resultados académicos y la tasa de suspensiones, así como por los resultados académicos y la suspensión para estudiantes con discapacidad.

Estas tendencias también se reflejan en los resultados de las evaluaciones académicas locales del Distrito, así como en los datos locales sobre suspensiones y ausentismo crónico y en los datos académicos.

En asociación con la Oficina de Educación del Condado de Santa Clara, MVWSD participó en varios esfuerzos de mejora para investigar y abordar áreas de necesidad identificadas, que incluyen:

- Realizó un análisis en profundidad de datos cuantitativos y cualitativos para determinar las causas fundamentales del ausentismo crónico, la suspensión y los desafíos académicos de los estudiantes.

- Se identificó varias prácticas/intervenciones basadas en evidencia para abordar los desafíos identificados.

- “Probamos” varias prácticas/intervenciones para determinar si tienen un impacto positivo en 2024-25 y desarrollamos prácticas/intervenciones nuevas/revisadas para 2025-26

- Desarrolló un plan de implementación y monitoreo para 2025-26 como se refleja en el LCAP

Las acciones para monitorear y abordar los desafíos académicos de los estudiantes sin hogar se incluyen en la Meta 1 (Acciones 1.1, 1.5, 1.13, 1.14 y 1.18) y para los estudiantes con discapacidad (Acciones 1.1, 1.5, 1.12, 1.13 y 1.14). Las acciones para monitorear y abordar los problemas de asistencia y las tasas de suspensión de los estudiantes sin hogar y con discapacidad se incluyen en la Meta 2 (Acciones 2.1, 2.3, 2.4, 2.5 y 2.10) y la Meta 3 (Acción 1). La Oficina de Educación del Condado de Santa Clara asistirá al MVWSD en la implementación en el ciclo escolar 2025-26 y brindará asistencia técnica adicional según sea necesario.

Apoyo y mejora integral

Una LEA con una escuela o escuelas elegibles para recibir apoyo y mejoras integrales debe responder a las siguientes indicaciones.

Escuelas identificadas

Una lista de las escuelas en la LEA que son elegibles para recibir apoyo y mejoras integrales.

Ninguna escuela en MVWSD es elegible para recibir apoyo y mejoras integrales.

Apoyo a las escuelas identificadas

Una descripción de cómo la LEA ha apoyado o apoyará a sus escuelas elegibles en el desarrollo de planes integrales de apoyo y mejora.

Ninguna escuela en MVWSD es elegible para recibir apoyo y mejoras integrales.

Monitoreo y evaluación de la eficacia

Una descripción de cómo la LEA supervisará y evaluará el plan para apoyar la mejora de los estudiantes y la escuela.

Ninguna escuela en MVWSD es elegible para recibir apoyo y mejoras integrales.

Involucrar a los socios educativos

Un resumen del proceso utilizado para involucrar a los socios educativos en el desarrollo del LCAP.

Los distritos escolares y las oficinas de educación del condado deben, como mínimo, consultar con maestros, directores, administradores, otro personal escolar, unidades de negociación locales, padres y estudiantes en el desarrollo del LCAP.

Las escuelas autónomas deben, como mínimo, consultar con maestros, directores, administradores, otro personal escolar, padres y estudiantes en el desarrollo del LCAP.

Una LEA que recibe fondos del Multiplicador de Equidad también debe consultar con los socios educativos de las escuelas que generan fondos del Multiplicador de Equidad en el desarrollo del LCAP, específicamente, en el desarrollo del objetivo de enfoque requerido para cada escuela aplicable.

| Socio(s) educativo(s) | Proceso de participación |
|------------------------------------|---|
| Involucrar a los socios educativos | <p>En el otoño de 2020, MVWSD comenzó el proceso de desarrollo del Plan de Acción 2021-2022. Plan de Control Local y Rendición de Cuentas 2024 (LCAP). El LCAP se desarrolló en conjunto con el Plan Estratégico del Distrito 2027 (SP2027).</p> <p>El nuevo Plan Estratégico 2027 (SP2027), de seis años de duración, se alineará con dos ciclos del Plan de Contabilidad y Control Local (LCAP) del Distrito para garantizar que las iniciativas y el trabajo del distrito estén alineados, enfocados y bien definidos. Tanto el SP2027 como el LCAP aprovecharán y ampliarán los logros de los planes anteriores y las áreas de necesidad para los estudiantes.</p> |
| Junta Directiva de MVWSD | <p>El 30 de enero de 2025, el Distrito informó a la Junta Directiva sobre el cronograma para la finalización del LCAP 2024-25 y su actualización anual. Además, el personal del Distrito ha proporcionado actualizaciones a la Junta sobre los siguientes temas relacionados con el LCAP del Distrito, ya que se trata de iniciativas importantes que también están alineadas con el Plan Estratégico del Distrito 2027.</p> <p>El Plan Estratégico del Distrito se desarrolló para alinearse con 2 ciclos del LCAP del Distrito y fue informado por el personal y las partes interesadas a lo largo del año escolar 2020-21.</p> <p>Resultados de la CAASPP: 7 de noviembre de 2024</p> <p>Resultados de lectura y matemáticas de i-Ready: 19 de septiembre de 2024 y 16 de enero de 2025</p> <p>Panel de California: 16 de enero de 2025</p> <p>Plan de Alfabetización y Dislexia: 17 de octubre de 2024 y 3 de abril de 2025 y 24 de abril de 2025</p> <p>Alfabetización temprana: 5 de septiembre de 2024 y 20 de marzo de 2025</p> |

| Socio(s) educativo(s) | Proceso de participación |
|--|---|
| | <p>Cuadro de Mando de Acciones: 19 de septiembre de 2024</p> <p>Actualización de mitad de año del LCAP: 13 de febrero de 2025</p> <p>Adopción del currículo de aprendizaje socioemocional/Consejeros: 5 de septiembre de 2024, 30 de enero de 2025, 8 de mayo de 20225 y 29 de mayo de 2025</p> <p>Programación Matemática y Proceso de Adopción: 3 de octubre de 2024 y 29 de mayo de 2025</p> <p>Actualización de Educación Especial: 3 de abril de 2025</p> <p>Actualización sobre los programas para estudiantes de inglés: 3 de abril de 2025</p> <p>Actualización del MVWSD+ (Programa de Oportunidades de Aprendizaje Ampliadas): 24 de abril de 2025</p> <p>Reimaginando Castro (Actualización: 8 de mayo de 2025)</p> <p>El LCAP se presentará para audiencia pública en la reunión del Consejo de Administración del 29 de mayo de 2025 y para aprobación final el 12 de junio de 2025.</p> |
| Consejo Asesor Distrital de Estudiantes de Inglés (DELAC): | <p>El Comité Asesor del Idioma Inglés del Distrito recibió información sobre el desarrollo del LCAP del Distrito el 27/01/25. En esta reunión, los miembros del DELAC recibieron información actualizada sobre la encuesta del LCAP y cómo acceder a ella una vez publicada. Aportaron sus comentarios sobre el LCAP del Distrito el 19/05/25. El 3 de junio de 2025 se enviaron al grupo respuestas por escrito a las preguntas y comentarios de los miembros del DELAC.</p> |
| Consejo Asesor del Distrito | <p>El Consejo Asesor del Distrito tuvo la oportunidad de brindar aportes sobre el LCAP del Distrito el 21 de mayo de 2025. Las respuestas por escrito a las preguntas y comentarios de los miembros se proporcionaron el 3 de junio de 2025.</p> <p>Un miembro del Comité Asesor del Distrito es padre de un estudiante con discapacidad.</p> |
| Personal del sitio y estudiantes | <p>El Distrito compartió el cronograma del LCAP y la información de la encuesta con las partes interesadas del sitio, incluido el personal certificado y clasificado (incluidos los administradores y directores del sitio), los miembros de la unidad de negociación y los estudiantes en enero y febrero de 2025. Se proporcionó tiempo dedicado para que estos grupos realizaran la encuesta anual de LCAP/ clima del Distrito durante</p> |

| Socio(s) educativo(s) | Proceso de participación |
|-----------------------|---|
| | <p>Día escolar. Los resultados del Panel de Control de California también se compartieron durante este período.</p> <p>Escuela Primaria Bubb - LCAP y encuesta Personal certificado: 29/1/25, Personal clasificado: 29/1/25, Estudiantes: Semana del 3/2/25</p> <p>Resultados del Panel de California Personal: 15/01/25</p> <p>Escuela Primaria Castro - LCAP y Encuesta Personal certificado: 12/2/25, Personal clasificado: 6/2/25, Estudiantes: Semana del 3/2/25</p> <p>Resultados del Panel de California 30/01/25</p> <p>Escuela secundaria Crittenden - LCAP y encuesta Personal certificado y clasificado: 2/8/24 Estudiantes: 2/4/25 Resultados del Panel de California Personal: 30/01/25</p> <p>Escuela secundaria Graham - LCAP y encuesta Personal certificado y clasificado: 2/525 Estudiantes: 14/2/25 Resultados del Panel de California Personal: 5/2/25</p> <p>Escuela Primaria Imai - LCAP y encuesta Personal certificado: 29/01/25, Personal clasificado: 29/01/25, Estudiantes: Semana del 03/02/25 Resultados del Panel de California Personal: 29/01/25</p> <p>Escuela Primaria Landels - LCAP y Encuesta Personal certificado 29/01/25, Personal clasificado 30/01/25, Estudiantes: Semana del 03/02/25 Resultados del Panel de California Personal: 09/01/25</p> <p>Escuela Primaria Mistral - LCAP y Encuesta</p> |

| Socio(s) educativo(s) | Proceso de participación |
|-----------------------|--|
| | <p>Personal certificado y clasificado: 29/01/25 Estudiantes: Semana del 03/02/25 Resultados del Panel de California Personal: 5/3/25</p> <p>Escuela Primaria Monta Loma - LCAP y Encuesta Personal certificado: 29/01/25 y personal clasificado: 01/09/25, estudiantes: Semana del 3/2/25 Resultados del Panel de California Personal: 22/01/25</p> <p>Escuela Primaria Stevenson - LCAP y encuesta Certificados: 05/02/25, Personal clasificado: 05/02/25, Estudiantes: 03/02/25 y 04/02/25 Resultados del Panel de California Personal: 15/01/25</p> <p>Escuela Primaria Theuerkauf - LCAP y Encuesta Personal certificado: 5/2/25, personal clasificado: 29/1/25 y estudiantes Semana del 3/2/25 Resultados del Panel de California 22/01/25</p> <p>Escuela Primaria Vargas - LCAP y Encuesta Certificados 29/01/25, Personal clasificado: 29/01/25, Estudiantes: Semana del 03/02/25 Resultados del Panel de California Personal: 29/01/25</p> |
| Estudiantes | <p>Además de que los estudiantes respondieran la encuesta LCAP/Climate durante la jornada escolar, el Distrito también solicitó la opinión de los estudiantes inscritos en las Clases de Liderazgo de cada escuela secundaria. Estas clases de Liderazgo funcionan como el órgano asesor estudiantil del Distrito. Se recibieron comentarios el 22 de mayo en Crittenden y el 21 de mayo en Graham. Estas sesiones de comentarios se publicaron de conformidad con la Ley Verde. Se proporcionaron respuestas por escrito y se publicaron el 3 de junio de 2025 para Crittenden y Graham.</p> |

| Socio(s) educativo(s) | Proceso de participación |
|------------------------------------|---|
| Grupos asesores del sitio y padres | <p>El Distrito compartió el cronograma del LCAP y la información de la encuesta con los grupos asesores escolares y los padres en enero y febrero de 2025. Se brindó apoyo a los padres para que completaran la Encuesta Anual del LCAP/Climatización del Distrito. Los resultados del Panel de Control de California también se compartieron durante este periodo.</p> <p>Escuela Primaria Bubb - LCAP y encuesta ELAC: 10/2/25, SSC: 10/2/25 Resultados del Panel de California ELAC: 10/2/25 SSC: 23/1/25 Otros: 24/1/25</p> <p>Escuela Primaria Castro - LCAP y Encuesta ELAC: 10/2/25, SSC: 10/2/25 Resultados del Panel de California ELAC: 23/01/25, SSC: 23/01/25 Otros: Café del director 31/01/25</p> <p>Escuela secundaria Crittenden - LCAP y encuesta ELAC: 6/3/25, SSC: 6/3/25 Resultados del Panel de California SSC: 6/3/25 ELAC: 5/2/25 y 6/3/25 Otros: PTA/Café del director: 7/2/25</p> <p>Escuela secundaria Graham - LCAP y encuesta ELAC: 6/3/25, SSC: 28/1/25 Resultados del Panel de California SSC: 28/1/25 ELAC: 6/3/25, Otros: 7/2/25</p> <p>Escuela Primaria Imai - LCAP y encuesta ELAC: 13/2/25 SSC: 13/2/25 Resultados del Panel de California SSC: 23/01/25 ELAC: 13/02/25 Otros: Café del director: 17/01/25</p> <p>Escuela Primaria Landels - LCAP y Encuesta ELAC: 29/1/25, SSC: 27/1/25 Resultados del Panel de California SSC: 16/12/24 ELAC: 8/1/25 Otro: Café del director: 8/1/25</p> <p>Escuela Primaria Mistral - LCAP y Encuesta</p> |

| Socio(s) educativo(s) | Proceso de participación |
|---|---|
| | <p>ELAC: 12/2/25, SSC: 4/2/25 Resultados del Panel de California SSC: 4/3/25 ELAC: 12/2/25 Otros: Cafecito del director: 5/3/25</p> <p>Escuela Primaria Monta Loma - LCAP y Encuesta ELAC: 3/2/25, SSC: 4/2/25 Resultados del Panel de California SSC: 4/3/25 ELAC: 3/2/25 Otro: Café del director: 31/1/25</p> <p>Escuela Primaria Stevenson - LCAP y encuesta ELAC: 3/2/25, SSC: 4/2/25 Resultados del Panel de California SSC: 21/1/25 ELAC: 3/2/25</p> <p>Escuela Primaria Theuerkauf - LCAP y Encuesta ELAC: 31/1/25, SSC: 27/1/25 Resultados del Panel de California SSC: 27/1/25 ELAC: 31/1/25</p> <p>Escuela Primaria Vargas - LCAP y Encuesta ELAC: 31/1/25, SSC: 3/2/25 Resultados del Panel de California SSC: 3/2/25 ELAC: 31/1/25 Otros: Café del director: 31/1/25</p> |
| Encuesta anual sobre el clima y el LCAP | <p>La encuesta anual LCAP/Climatización estuvo abierta a las partes interesadas del 27 de enero al 14 de febrero de 2025. La encuesta se envió en inglés y español. Este año, el Distrito continuará implementando los cambios realizados en la primavera de 2024, que resultaron en un mayor índice de respuesta. Los cambios del año pasado incluyeron:</p> <p>Primavera de 2024</p> <p>Los padres y estudiantes recibieron un enlace único para la encuesta. Un enlace por familia y un enlace por estudiante. Los estudiantes completaron la encuesta durante la jornada escolar. Esto permitió al Distrito animar a las familias que no la habían completado a hacerlo durante el periodo de administración y ayudar a las escuelas a saber qué estudiantes aún debían completarla. Las respuestas fueron confidenciales. Esto también</p> |

| Socio(s) educativo(s) | Proceso de participación |
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| | <p>Se eliminaron más preguntas demográficas que se pudieron completar previamente con datos del Distrito.</p> <p>Se pidió a los padres con varios hijos que respondieran basándose en sus experiencias con sus hijos cuyo cumpleaños fuera el más temprano en el año calendario.</p> <p>El Distrito recibió 3,192 respuestas a la encuesta, lo que representa una disminución respecto de las 3,752 de 2024. El desglose es el siguiente:</p> <p>Padres: 1.222 en 2025, lo que representó una disminución respecto de los 1.288 de 2024</p> <p>Personal: 448 empleados en 2025, lo que representó una disminución de un encuestado respecto de los 449 de 2024.</p> <p>Estudiantes de 4.º a 8.º grado: 1522 en 2025, lo que representó una disminución con respecto a los 2015 de 2024.</p> <p>Las tasas de respuesta de padres y estudiantes fueron menores que en 2024. Las tasas del personal se mantuvieron iguales. Ciento treinta y tres padres de estudiantes con discapacidades y 386 padres de estudiantes que calificaron para almuerzos gratuitos o a precio reducido participaron en la encuesta en la primavera de 2025, en comparación con 127 padres de estudiantes con discapacidades y 392 padres de estudiantes que calificaron para almuerzos gratuitos o a precio reducido en la primavera de 2024. Ciento cuarenta y tres padres de estudiantes que aprenden inglés participaron en la encuesta en la primavera de 2025, en comparación con 127 en la primavera de 2024.</p> <p>El MVWSD se ha asociado con Hanover Research para realizar la encuesta anualmente desde 2016. Con solo cambios menores, Hanover realiza tabulaciones cruzadas de los resultados de la encuesta de los años 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 y 2025, y destaca las diferencias estadísticamente significativas entre años. Esto es fundamental para la creación del LCAP por parte del Distrito.</p> <p>El 29 de mayo de 2025, el Distrito proporcionó una descripción general de los resultados de la encuesta LCAP a la Junta Directiva.</p> |
| Unidades de Negociación Distrital | Además de que los miembros de la unidad de negociación tengan tiempo para completar el Encuesta LCAP durante la jornada laboral, el Distrito se reúne semanalmente con la unidad |

| Socio(s) educativo(s) | Proceso de participación |
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| | representantes para discutir cuestiones y preocupaciones, incluidas aquellas relacionadas con el LCAP, y solicita aportes y comentarios. |
| Revisión de SELPA | El LCAP fue revisado por representantes del SELPA el 15 de mayo de 2025. Ciento treinta y tres familias de estudiantes con discapacidades respondieron a la encuesta LCAP/Clima del Distrito en la primavera de 2025. |
| Publicación para comentarios públicos en el sitio web | <p>Además, MVWSD publicó el LCAP para comentarios públicos en el sitio web con la presentación de apoyo para alentar comentarios adicionales.</p> <p>Publicación para comentarios públicos en el sitio web del Distrito: del 19 al 24 de mayo de 2025: Seis miembros del público comentaron sobre el LCAP.</p> <p>Se proporcionaron respuestas escritas y se publicaron en el sitio web del Distrito el 3 de junio de 2025.</p> |
| Junta directiva | <p>El 29 de mayo de 2025, el LCAP se presentó a audiencia pública y se recibieron los comentarios finales de la Junta Directiva y del público. El Distrito respondió por escrito a los comentarios formulados durante la audiencia pública y los publicó en su sitio web el 3 de junio de 2025.</p> <p>El 12 de junio de 2025 se presentó el Plan de Contabilidad y Control Local (LCAP) para su aprobación. El Consejo Directivo lo aprobó el 12 de junio de 2025.</p> |

Una descripción de cómo el LCAP adoptado fue influenciado por los comentarios proporcionados por los socios educativos.

La retroalimentación de los Socios Educativos es la base del Plan Estratégico 2027 del Distrito y del Plan de Control Local y Rendición de Cuentas. Dicha retroalimentación condujo directamente a las siguientes acciones/servicios en cada área objetivo o a la revisión de las acciones/servicios que se enumeran a continuación.

Objetivo 1

Los datos de la encuesta LCAP/Climate indican que el 87% (-1 punto porcentual (PP) de la primavera de 2024) de los padres y el 53% (-9 PP de 2024) del personal informan que los estudiantes están encaminados para el próximo año académico. Una acción para el año escolar 2024-25 fue el desarrollo e implementación continuos del Sistema de Apoyo de Múltiples Niveles (MTSS) del Distrito (Objetivo 1, Acción 13). En el transcurso del año escolar 2024-25, un equipo del MTSS planeaba lanzar el sitio web MTSS de MVWSD que tenía la intención de incluir un panel de datos y protocolos para los Ciclos de Datos Universales (UDC), el Equipo de Coordinación de Servicios (COST) y el Equipo de Estudio Estudiantil (SST) para mejorar el acceso y el uso de los datos para apoyar al Niño en su Totalidad. Esta acción se retrasó debido a cambios de personal y actualmente se está actualizando para estar lista para 2025-26. Esto fue

Esto fue frustrante para el personal y generó inconsistencias en la implementación de los procesos del MTSS vigentes en el ciclo escolar 2023-24. El personal logró implementar una versión actualizada de la Matriz de Estrategias e Intervenciones del MVWSD, que incluyó la incorporación de evaluaciones universales disponibles para los docentes para evaluar áreas específicas del aprendizaje estudiantil y adaptarlas a estrategias e intervenciones específicas. Se implementó un Protocolo de Datos Universal revisado. Los capacitadores y administradores de las escuelas identificaron las necesidades de datos para los grados escolares y los equipos desarrollaron planes de instrucción. Esto reducirá el tiempo de preparación de los docentes, permitiéndoles dedicarse más a las clases y la instrucción. En el ciclo escolar 2025-26, el Distrito implementará el sitio web actualizado y considerará la viabilidad de adquirir una nueva plataforma de datos que combine la capacidad de almacenar los datos del Distrito y coordinar los procesos COST, SST y de Protocolo de Datos. El Distrito prevé que estas medidas mejorarán los resultados de los estudiantes, preparándolos así para el próximo año académico.

Un componente esencial del MTSS del Distrito es el proceso de Respuesta a la Instrucción (RTI) (Objetivo 1, Acción 5). La RTI incluye tiempo en los horarios escolares para que los estudiantes reciban intervención o enriquecimiento según sea necesario. En primaria, cada escuela cuenta con docentes de STEAM dedicados que imparten instrucción a los estudiantes y permiten a los docentes de aula trabajar con grupos pequeños. En secundaria, los estudiantes que necesitan intervención reciben un periodo de RTI en su horario. La RTI beneficia a los estudiantes porque su instrucción basada en datos y el monitoreo regular del progreso ayudan a adaptar la instrucción a sus necesidades. Los resultados de la encuesta LCAP/Climate del Distrito de los últimos años indican que los padres han estado muy o completamente satisfechos con el apoyo que reciben sus hijos en Respuesta a la Instrucción: 2022: 62%, 2023: 67%, 2024: 68% y 2025: 66%. Sin embargo, el Distrito revisará los tipos de enriquecimiento y extensión que se ofrecen durante la RTI, ya que solo el 55% de los padres están satisfechos con los recursos y el apoyo que reciben los estudiantes de alto rendimiento. RTI continuará en 2025-26 y los horarios diarios continuarán adaptándose en las escuelas primarias Castro y Mistral para permitir bloques de instrucción ininterrumpidos más largos para apoyar las necesidades de los estudiantes, así como para permitir que los maestros tengan apoyo adicional durante los bloques de matemáticas.

El Distrito está aumentando la asignación de Entrenadores Instruccionales del 2024 al 2025 para apoyar a los maestros en la mejora de la práctica instructiva (Objetivo 1, Acción 1) y (Objetivo 1, Acción 12 - Entrenador de Educación Especial). Setenta y ocho por ciento (+2 a partir de la primavera de 2024 de los maestros estuvo de acuerdo o muy de acuerdo en que los asesores instructivos los ayudan a mejorar su práctica. Todas las escuelas primarias tendrán un asesor de 1.0 FTE y las dos escuelas intermedias compartirán 4.0 FTE (1.0 Artes del Lenguaje Inglés, 1.0 Matemáticas, 1.0 Estudios Sociales y 1.0 Ciencias). El asesor de Desarrollo del Idioma Inglés y de recién llegados también se mantendrá en 2025-26 y el Distrito agregará un Asesor de Educación Especial de 1.0 FTE. El Asesor de Educación Especial se centrará en apoyar a los maestros nuevos en Educación Especial con prácticas instructivas y el desarrollo de IEP, entre otras cosas (Objetivo 1, Acción 12). Esta acción se ha implementado en parte para abordar el hecho de que solo el 62% de los padres informaron sentirse satisfechos de que sus estudiantes reciben los recursos y el apoyo necesarios. Los asesores basados en el sitio continuarán trabajando con el director de su sitio para desagregar los datos y determinar los grupos instructivos de los niños en Respuesta a la Intervención (Objetivo 1, Acción 5). Esto permitirá a los maestros Más tiempo para planificar lecciones que puedan abordar las deficiencias de conocimiento. También recibirán capacitación en las estrategias de intervención lectora Orton-Gillingham y dedicarán hasta el 40 % de su tiempo a trabajar con grupos pequeños de estudiantes para abordar las deficiencias en lectoescritura. Este cambio garantizará que los estudiantes de todos los centros tengan acceso a intervenciones lectoras basadas en investigaciones, lo cual ha sido una preocupación en toda la comunidad de MVWSD.

El asesor de Desarrollo del Idioma Inglés seguirá trabajando directamente con Castro, Crittenden y Vargas para abordar los indicadores de progreso en inglés o en ELA y matemáticas para estudiantes de inglés. El asesor apoyará a los equipos para garantizar que el Desarrollo del Idioma Inglés Designado e Integrado se implemente de manera consistente y eficaz (Objetivo 1, Acciones 8 y 10) y apoyará a las escuelas en el uso de las Evaluaciones Provisionales de Competencia de los Estudiantes de Inglés de California (ELPAC), que se administran, analizan y cuyos resultados se utilizan para perfeccionar la instrucción (Objetivo 1, Acción 16).

El sesenta y cuatro por ciento (+5 desde la primavera de 2024) del personal y el 67% de los padres (+1 desde 2024) están de acuerdo o muy de acuerdo en que los estudiantes con bajo rendimiento no reciben el apoyo que necesitan. Esto, sumado a la necesidad de mejorar los resultados académicos de los estudiantes, especialmente en nuestras escuelas de bajo rendimiento, ha llevado al Distrito a continuar apoyando un Equipo de Lectoescritura Temprana (Objetivo 1, Acción 14). El propósito del equipo es proporcionar recursos y personal para abordar las necesidades de los estudiantes en habilidades fundamentales. Para el año escolar 2025-26, el equipo se ha reestructurado para incluir a 6 maestros de intervención de lectura que apoyan a Vargas, Monta Loma, Theuerkauf, Castro y Mistral. Los maestros impartirán instrucción de lectura en grupos pequeños a lo largo del año escolar. El progreso de los estudiantes se supervisará de cerca y se asignará personal para satisfacer las necesidades a medida que surjan. El programa ya no tendrá un Director y en su lugar será supervisado por el Director de Currículo, Instrucción y Evaluación, quien también se asegurará de que los entrenadores del sitio estén capacitados para brindar intervención de lectura.

El Distrito adoptó un nuevo currículo de Lengua y Literatura Inglesas (ELA) que se implementó en el ciclo escolar 2024-25. Este currículo se basó en la Ciencia de la Lectura y fue seleccionado porque abordará muchas de las necesidades del Distrito, incluyendo proporcionar sólidas habilidades fundamentales de lectoescritura para que, al llegar al tercer grado, los estudiantes lean para aprender y no sigan aprendiendo a leer. Para el ciclo escolar 2025-26, el Distrito reemplazará esta acción con una nueva: Programación de Matemáticas y Adopción del Currículo. El currículo de matemáticas del Distrito está desactualizado y sus evaluaciones y criterios de colocación en la escuela secundaria deben revisarse, y posiblemente modificarse. Ambas acciones fueron/son necesarias, ya que el Distrito busca mejorar los resultados de todos los estudiantes y abordar las percepciones de los padres y el personal, según la Encuesta de Clima y LCAP de primavera de 2025, de que su escuela ofrece clases desafiantes (el 61 % de los padres estuvo de acuerdo o muy de acuerdo) y la percepción del personal de que los estudiantes están bien encaminados para el próximo ciclo académico (el 53 % estuvo de acuerdo o muy de acuerdo).

Objetivo 2

Los padres que respondieron a la encuesta LCAP/Clima del Distrito generalmente encuentran que sus hijos tienen entornos escolares positivos, aunque aún se pueden hacer mejoras. El ochenta y uno por ciento (+1 desde la primavera de 2024) de los padres y el 76% (+3 desde la primavera de 2024) del personal estuvieron de acuerdo o muy de acuerdo en que los estudiantes reciben el apoyo socioemocional que necesitan. Porcentajes más bajos de estudiantes indican que su escuela se enfoca en el carácter del estudiante: 61% (+3 desde la primavera de 2024) y solo el 57% (+5 desde la primavera de 2024) de los estudiantes están de acuerdo o muy de acuerdo en que los estudiantes se llevan bien entre sí y respetan sus diferencias. El Distrito continuará expandiendo e implementando el plan de acción para el aprendizaje socioemocional que se desarrolló por primera vez durante el año escolar 2021-22 como parte del Plan Estratégico 2027 del Distrito. El Distrito recomendará un nuevo plan y currículo de Aprendizaje Socioemocional en mayo de 2025 (Objetivo 2, Acción 9). El Distrito también seguirá teniendo consejeros escolares para todos los sitios escolares y agregará un especialista en salud mental para apoyar las necesidades intensivas de salud mental de los estudiantes, principalmente en las escuelas intermedias del distrito, y buscará aumentar los servicios de salud mental a través de servicios contratados y pasantes en espera de las necesidades identificadas en el otoño de 2025.

Cada sitio tendrá un consejero, excepto Graham (2) y Castro (1 + 0,5 en el Centro de Bienestar). Los consejeros desempeñarán un papel fundamental a la hora de abordar las diversas necesidades de los estudiantes en los sitios escolares y brindar lecciones de aprendizaje socioemocional en 2025-26 (Objetivo 2, Acción 10).

También se prevé que la incorporación continua de consejeros, junto con el trabajo del Equipo de Asistencia/Comportamiento Diferenciado del Distrito, apoye al Distrito en sus esfuerzos por reducir el ausentismo crónico y las tasas de suspensión. El 69 % (+5 desde la primavera de 2024) de los estudiantes estuvo de acuerdo o muy de acuerdo en que se sienten seguros en la escuela, y solo el 71 % (+4 desde la primavera de 2024) estuvo de acuerdo o muy de acuerdo en que existen consecuencias claras y justas por infringir las normas en mi escuela. Además, el 80 % de los estudiantes estuvo de acuerdo o muy de acuerdo en que cuentan con un adulto de confianza en la escuela, pero solo el 60 % siente que se les trata de manera justa. El Equipo de Comportamiento realizará "Visitas de Escucha y Aprendizaje" durante el ciclo escolar 2024-25 para comprender las prácticas de apoyo al comportamiento existentes en las escuelas. La información recopilada ayudará a guiar la transición hacia alternativas a la suspensión y medidas preventivas para el ciclo escolar 2025-26 (Objetivo 2, Acción 5). El Equipo de Comportamiento Diferenciado

El equipo de asistencia continuará el trabajo iniciado en 2024-25 y también trabajará para desarrollar un plan para adoptar un enfoque integral de prácticas restaurativas en todo el distrito (Objetivo 2, Acción 4).

Si bien no se basa directamente en los comentarios de los socios comunitarios, el Distrito continúa abordando específicamente la desproporción. Al final del año escolar 2023-24, el MVWSD superó una desproporción significativa debido a la sobreidentificación de estudiantes hispanos con una discapacidad específica de aprendizaje. Sin embargo, al mismo tiempo, se identificó al MVWSD como desproporcionado en las suspensiones de estudiantes hispanos con discapacidades superiores a 10 días, con un umbral de 5.08. En el año escolar 2024-25, el Distrito continúa siendo desproporcionado en estas dos categorías, con los siguientes umbrales:

-Estudiantes hispanos con discapacidad específica de aprendizaje - 3.12

-Suspensiones de estudiantes hispanos con discapacidad por más de 10 días - 4.88

Acciones 2.4 (Tasas de suspensión), 2.5 (Apoyo al comportamiento estudiantil) y 2.10 (Consejeros), así como las acciones 1.1 (Entrenadores instructivos), 1.5 (Respuesta a la instrucción), 1.12 (Apoyos para estudiantes con discapacidades), 1.13 (Sistema de apoyo de varios niveles) y 1.14 (Equipo de alfabetización temprana).

Objetivo 3

Las respuestas de las partes interesadas en la encuesta LCAP/Climate siguen apoyando la idea de contar con Facilitadores de Participación Escolar y Comunitaria (Objetivo 3, Acción 1). En la encuesta LCAP/Climate del Distrito, el 86% (+5 desde la primavera de 2024) del personal está de acuerdo o muy de acuerdo en que los Facilitadores de Participación Escolar y Comunitaria son eficaces para fomentar la participación de los padres/tutores en mi escuela. Además, el 90% de los encuestados que son padres/tutores de estudiantes que aprenden inglés estuvieron de acuerdo o muy de acuerdo en que los Facilitadores de Participación Comunitaria han fomentado su participación en los eventos escolares y, en general, el 79% (+1 desde la primavera de 2024) de los padres estuvieron de acuerdo o muy de acuerdo en que los Facilitadores de Participación Escolar y Comunitaria fomentan la participación de los padres en la escuela. Además, la disminución del 7% en las tasas de ausentismo crónico para estudiantes sin hogar también se puede atribuir a la labor de divulgación realizada por nuestro equipo SCEF. En el ciclo escolar 2025-26, debido al aumento de las necesidades y del número de familias que se identifican como sin hogar, el Distrito seguirá contando con un SCEF adicional específico para apoyar a este grupo de familias en todo el Distrito. El equipo de SCEF también continuará monitoreando la asistencia de los estudiantes con discapacidades junto con los estudiantes sin hogar.

El Distrito continuará enfocándose en la Equidad, aunque el trabajo en este ámbito será facilitado por un director del Distrito. Para el año escolar 25-26, el trabajo en Equidad incluirá

1. Desarrollo e implementación del programa de cultura y clima del distrito #JuntosMejor. El tema anual será Un Mundo: Muchas Voces e incluirá una matriz digital de objetivos y actividades de aprendizaje, junto con material de apoyo para las escuelas.
2. Formación y facilitación de reuniones trimestrales del Comité Asesor de Equidad del Distrito. Estas reuniones incluirán participantes de diversos grupos de interés, como miembros de la Junta Directiva, padres, líderes del distrito, docentes y personal clasificado. El comité asesor proporcionará retroalimentación al Superintendente o a su designado sobre temas de equidad e inclusión en el distrito.
3. Consulta continua con el Superintendente o su designado sobre el Acceso Equitativo a los Programas de Elección en el distrito. Esta consulta se centrará en la implementación y revisión del sorteo de programas de elección y/o los apoyos proporcionados a las escuelas para garantizar el acceso equitativo a las familias.
4. Desarrollo profesional sobre temas relacionados con una cultura y un clima escolar saludables, tanto para estudiantes como para el personal, previa solicitud. Esto puede incluir sesiones de capacitación sobre cómo abordar la equidad en las conversaciones sobre datos, el sesgo en el proceso disciplinario y la creación de entornos acogedores para grupos especiales.

El ochenta y siete por ciento (-1 desde la primavera de 2024) del personal y el 91% (igual que en la primavera de 2024) de los padres estuvieron de acuerdo o muy de acuerdo en que los estudiantes de diferentes orígenes culturales se hacen amigos. El 80% (+4 desde la primavera de 2023) de los padres, el 70% (+1 desde la primavera de 2023) del personal y el 57% (+5 desde la primavera de 2023)

primavera de 2024) de los estudiantes estuvo de acuerdo o muy de acuerdo en que los estudiantes se llevan bien entre sí y respetan las diferencias de los demás, lo que indica que todavía hay trabajo por hacer.

Además, el Distrito continuará trabajando para mejorar la comunicación y aumentar la participación de los padres. El Distrito desea optimizar y diferenciar los canales de comunicación para que los padres obtengan información que se ajuste mejor a sus características familiares y preferencias de comunicación. El 47 % de los padres estuvo de acuerdo o muy de acuerdo, según la Encuesta de Clima/LCAP del Distrito, en que obtienen la información que necesitan sobre la escuela de sus hijos/MVWSD. El 23 % indicó que lo que desean saber está mezclado con información que no les aplica. En el ciclo escolar 2025-26, el personal continuará investigando dos plataformas: ParentSquare y My PowerHub, y determinará si es viable otro programa piloto escolar. En la primavera de 2026, MVWSD decidirá si continúa explorando un nuevo sistema de comunicación o si se mantiene con el proveedor actual, SchoolMessenger. El 76 % de los padres estuvo de acuerdo o muy de acuerdo, según la Encuesta de Clima/LCAP del Distrito, en que están muy o completamente satisfechos con la Universidad de Padres (+7 desde la primavera de 2024), lo que indica la necesidad de continuar con este programa.

Objetivo 4

El personal que respondió a la encuesta LCAP/Climate indica que ha habido una mejora en la recepción y entrega de retroalimentación en las escuelas. El setenta y nueve por ciento (+12 desde la primavera de 2024) del personal indica que los administradores escuchan sus sugerencias y recomendaciones, y el 77% (+6) desde la primavera de 2024 estuvo de acuerdo o muy de acuerdo en que reciben una cantidad adecuada de retroalimentación sobre su trabajo. Sin embargo, un menor porcentaje del personal siente que tiene voz en la toma de decisiones en su escuela (65% - +12 desde la primavera de 2024). Además, solo el 32% (+2 desde la primavera de 2024) estuvo de acuerdo o muy de acuerdo en estar satisfecho con el desarrollo profesional proporcionado por el Distrito. El Distrito recopiló datos en la primavera de 2024 sobre la satisfacción con el desarrollo profesional proporcionado en 2023-24 a nivel de Distrito y por escuela, cómo el Distrito puede apoyar mejor las necesidades de desarrollo profesional del personal, los objetivos profesionales que el personal tiene para el progreso en el futuro y qué apoyo se necesita para que logren estos objetivos. Los resultados se analizaron en el verano de 2024 (Objetivo 4, Acción 2) y presentaron un panorama diferente. El 76 % de los docentes encuestados consideró que la colaboración posterior a la capacitación fue muy eficaz. Esto valida la práctica actual del Distrito de brindar a los docentes tiempo de planificación y colaboración dirigido, como parte de las jornadas de desarrollo profesional. La encuesta se realizará de nuevo al final del año escolar 2024-25 y el Distrito utilizará los resultados para fundamentar el desarrollo de un Marco de Desarrollo Profesional que describa el enfoque del Distrito para mejorar las habilidades, los conocimientos y el desarrollo profesional de los empleados.

Objetivo 5

Solo el 35% de los estudiantes indicó que su escuela está limpia en la encuesta LCAP/Climate. Para mejorar y mantener la limpieza, la seguridad y la funcionalidad de todos los planteles escolares, se implementarán inspecciones bimensuales utilizando métodos alineados con la Herramienta de Inspección de Instalaciones (FIT) del Estado de California. Se realizarán inspecciones en cada escuela, revisando todos los patios de recreo y baños, junto con una muestra rotativa de aulas para garantizar que cada aula se inspeccione al menos dos veces al año. Estas inspecciones ayudarán a identificar de forma proactiva las áreas que necesitan atención antes de las evaluaciones anuales de FIT, asegurando que nuestros campus se mantengan seguros, limpios y completamente funcionales para los estudiantes, el personal y la comunidad. El personal también realizará grupos focales con los estudiantes para comprender mejor sus preocupaciones con la limpieza y abordarlas. (Objetivo 5, Acción 1). Si bien el 86% de los padres está de acuerdo o muy de acuerdo en que su hijo tiene acceso adecuado a la tecnología en la escuela, el Distrito sabe que no todos los estudiantes tienen acceso confiable a internet en casa. El Distrito continuará implementando MVWSDConnect (Objetivo 5, Acción 3).

MVWSDConnect es el proyecto del Distrito para garantizar que todos los estudiantes tengan acceso a internet en casa. El Distrito está invirtiendo en equipos del Servicio de Radio de Banda Ancha Ciudadana (CBRS) para ampliar el alcance de la red del Distrito hasta 0.25 millas desde la escuela, lo que permite a los estudiantes acceder a internet desde su casa. En el curso 2024-25, el departamento seguirá proporcionando enrutadores y Chromebooks a los estudiantes que necesitan acceso a internet en casa para acceder a la red CBRS.

Objetivo 6

Las acciones de esta meta son apoyos adicionales implementados para mejorar los resultados de los estudiantes y la Escuela Castro. Las acciones implementadas en 2024-25 forman parte del Plan de Reimaginación de Castro del Distrito, desarrollado en 2023-24 por un equipo de partes interesadas del Distrito. Este equipo solicitó la opinión del personal y la comunidad, y también visitó escuelas que tenían programas exitosos para estudiantes similares a los de la Escuela Castro. En 2025-26, el personal se centrará en seguir perfeccionando las acciones del primer año del plan y está suspendiendo las acciones del segundo año. Castro seguirá implementando un horario diario. El horario tendrá bloques de 50 minutos para la instrucción, descansos comunes para los grados 1.º a 5.º y permitirá la Respuesta a la Instrucción entre grados cada día. El nuevo horario también permitirá la enseñanza en equipo en matemáticas (Meta 6, Acción 7). Con base en la información recopilada de los estudiantes, Castro cambiará al Desayuno de Segunda Oportunidad y proporcionará refrigerios en todas las aulas para los estudiantes que lleguen con hambre a la escuela por la mañana o durante el día. Castro también seguirá utilizando un equipo de datos en la escuela, que incluirá al director, un asesor educativo, un especialista en intervención de lectura, un maestro en la asignación especial (TOSA) de ELD y un maestro dedicado para estudiantes recién llegados (Meta 6, Acción 9). Este equipo analizará los datos y creará grupos de estudiantes para la Respuesta a la Instrucción y el Desarrollo del Idioma Inglés (EDI), de modo que los maestros puedan centrarse en la planificación y la impartición de la instrucción. El Distrito también complementará al consejero del centro de bienestar (Meta 6, Acción 4) con un consejero contratado por el Distrito (Meta 6, Acción 5) y se asociará con Playworks para proporcionar personal en la escuela y apoyo para el recreo y el almuerzo (Meta 6, Acción 10). El Distrito añadirá un subdirector de 0.5 FTE a Castro en el ciclo escolar 2025-26 para que el director pueda centrarse en el liderazgo y el apoyo educativo, bajo la supervisión de todo el personal de apoyo adicional en la escuela.

Revisión y aportes de SELPA

El SELPA revisó el LCAP del Distrito el 15 de mayo de 2025 y brindó comentarios. El Distrito incorporó las siguientes sugerencias del SELPA al LCAP:

Información general: Se agregó que el 13% de los estudiantes están identificados como SWD

Acción 6.3: Se agregó SWD como grupo al que sirve esta acción.

Aportación de los socios comunitarios

Con base en los comentarios recopilados durante la participación de los socios comunitarios, el Distrito está agregando tres acciones adicionales.

Los comentarios recopilados durante el proceso de desarrollo del LCAP y reforzados por los comentarios recopilados del Comité Asesor del Distrito indican inquietudes sobre el uso y el monitoreo de la tecnología en el Distrito. MVWSD está agregando el siguiente paso de acción: Realizar una revisión del uso de la tecnología en el Distrito, incluidos dispositivos, aplicaciones (Distrito y sitio), tasas de uso, desafíos, éxitos, etc. Incluir una revisión de la investigación sobre las mejores prácticas para la tecnología en las escuelas y recomendaciones para los próximos pasos (Objetivo 5, Acción 5).

La información recopilada durante las reuniones de asesoramiento estudiantil reveló inquietudes de los estudiantes sobre su preparación para la preparatoria. Si bien el Distrito trabaja con la preparatoria para brindarles a los estudiantes oportunidades para aprender sobre las expectativas, es evidente que necesitan más. El personal está implementando la siguiente acción: Colaborar con socios del Distrito Escolar Preparatorio Mountain View Los Altos para explorar maneras adicionales de apoyar la transición de los estudiantes a la preparatoria (Objetivo 1, Acción 19).

Durante la reunión consultiva del distrito y la audiencia pública del LCAP, los socios comunitarios indicaron la necesidad de encontrar nuevas maneras de comunicarse con las familias de la escuela Castro, la única escuela del distrito con Título 1 y la de menor rendimiento. El MVWSD quiere asegurar una comunicación bidireccional con todos los socios comunitarios. Las tasas de participación de las familias que hablan español o que tienen desventajas socioeconómicas son más bajas que las de las familias blancas o asiáticas que no tienen desventajas económicas. El personal está agregando la siguiente acción: En el ciclo escolar 2025-26, el personal trabajará para identificar las mejores prácticas en la comunicación entre familias y escuelas, específicamente con las familias que hablan español o que están marginadas en la comunidad (Objetivo 3, Acción 5).

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|--|------------------|
| 1 | Desarrollar e implementar prácticas de instrucción efectivas y consistentes que satisfagan las necesidades de todos los estudiantes. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

- Prioridad 2: Estándares estatales (Condiciones de aprendizaje)
- Prioridad 4: Logros del alumnado (Resultados del alumnado)
- Prioridad 7: Acceso al curso (Condiciones de aprendizaje)
- Prioridad 8: Otros resultados de los alumnos (Resultados de los alumnos)

Una explicación de por qué la LEA ha desarrollado este objetivo.

Es importante desarrollar un programa distrital para una instrucción efectiva que defina estrategias de enseñanza de alta calidad y culturalmente relevantes. Mediante esta enseñanza receptiva, podemos estimular el desarrollo cognitivo de los estudiantes y formar estudiantes con pensamiento flexible. Al integrar las herramientas y estrategias desarrolladas, se crean las condiciones sociales, emocionales y cognitivas que aceleran el aprendizaje de todos los estudiantes. Además, este programa garantizará un enfoque coherente de la instrucción, en lugar de introducir una serie de nuevas iniciativas educativas inconexas.

Esta meta se alinea con la Meta 1 del SP2027 del Distrito y las Prioridades Estatales 2, 4, 7 y 8.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|--|---|---|---------------------|---|---|
| 1.1 | Prioridad 4 - Estudiante Logro Resultados de CAASPP - ELA | 2022-23 El 64% de los estudiantes cumplieron o superaron los estándares en ELA en la primavera de 2023. Los siguientes son los porcentajes de estudiantes en cada subgrupo significativo que cumplieron o | 2023-24 El 62% de los estudiantes cumplió o excedió los estándares en ELA en la primavera de 2024. Los siguientes son los | | Porcentaje de estudiantes que cumplirán o superarán los estándares en ELA en la primavera de 2026. En general 75% Socio Económicamente | En general: -2 Puntos porcentuales (PÁGINAS) Socio Económicamente Perjudicado (SED) -3 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|---|--|---------------------|--|---|
| | | superó los estándares en ELA en la primavera de 2023: Socioeconómicamente Desfavorecidos (SED) - 31% | porcentajes de estudiantes en cada uno estudiante significativo grupo que se reunió o superó los estándares en ELA en la primavera de 2024: | | Perjudicado (SED) - 51% | Idioma en Inglés Estudiantes (ELL) - 0 |
| | | Idioma en Inglés Estudiantes de inglés (ELL) - 9% | | | Idioma en Inglés Estudiantes de inglés (ELL) - 28% | PÁGINAS Reclasificado Fluido |
| | | Reclasificado Fluido Inglés competente (RFEP) - 62% | | | Reclasificado Fluido Inglés competente (RFEP) - 73% | Inglés competente (RFEP) -2 PP |
| | | Inglés a largo plazo Estudiantes (LTEL) - 4% | Socio Económicamente | | Inglés a largo plazo Estudiantes (LTEL) - 31% | Inglés a largo plazo Estudiantes (LTEL) +1 |
| | | Estudiantes con Discapacidades (SWD) -27% | Perjudicado (SED) -28% | | Estudiantes con Discapacidades (SWD) -49% | PÁGINAS Estudiantes con Discapacidades (SWD) -3 PP |
| | | Personas sin hogar - 12% | Idioma en Inglés | | Personas sin hogar - 38% | Sin hogar +2 PP |
| | | Hispano/Latino - 33% | Estudiantes de inglés (ELL) - 9% | | Hispano/Latino - 53% | |
| | | Asiático - 90% | Reclasificado Fluido | | Asiático - 93% | Hispano/Latino -2 |
| | | Blanco - 83% | Inglés competente (RFEP) - 60% | | Blanco - 88% | PÁGINAS |
| | | Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en ELA en la primavera de 2023 ELL: 7% | Inglés a largo plazo Estudiantes (LTEL) - 5% | | Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplirán o superarán los estándares en ELA en la primavera de 2026 | Asiático -2 PP Blanco -3 PP |
| | | Escuela secundaria Graham - Porcentaje de estudiantes que cumplieron o superaron los estándares en ELA en primavera de 2023 ELL - 3% | Estudiantes con Discapacidades (SWD) - 24% | | ELL: 34,9% | Escuela secundaria Crittenden Escuela: |
| | | Personas sin hogar - 9% | Personas sin hogar - 14% | | Escuela secundaria Graham Escuela - Porcentaje de Graham Middle que cumplió o superó los estándares en ELA en la primavera de 2026 | ELL: +1 PP |
| | | Socioeconómicamente Desfavorecidos - 25% | Hispano/Latino - 31% | | | Los estudiantes de Escuela: |
| | | Hispano - 25% | Asiático - 88% | | | ELL -1 PP |
| | | | Blanco - 80% | | | |
| | | | Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que se conocieron o excedido | | | |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|---|---|---|---------------------|---|--|
| | | | estándares en ELA en la primavera de 2024 ELL: 8% | | ELL - 32% Personas sin hogar - 36% Socio- Económicamente Desfavorecidos - 47% Hispano - 47% | Sin hogar -0 PP Socio- Económicamente Desfavorecido -1 <small>PÁGINAS</small> Hispano - 0 PP |
| | | | Escuela secundaria Graham Escuela • Porcentaje de estudiantes que cumplieron o superaron estándares en ELA en primavera de 2024: ELL - 2% Personas sin hogar - 9% Socio- Económicamente Desfavorecidos - 24% Hispano - 25% | | | |
| 1.2 | Prioridad 4 - Estudiante Logro Resultados de la CAASPP - Matemáticas | 2022-23 El 58% de los estudiantes cumplió o superó los estándares en matemáticas en la primavera de 2023. matemáticas Los siguientes son los porcentajes de estudiantes en cada nivel significativo Los siguientes son los porcentajes o superó los estándares de estudiantes en cada nivel de matemáticas de 2023: socioeconómico significativo que alcanzó el nivel de Desfavorecido (SED) o superó el 23 % matemáticas del idioma inglés en la primavera de 2024: Estudiantes de inglés (ELL) - 11% | 2023-24 o superó los estándares Estándares en de la primavera de 2024. del subgrupo que cumplió o superó los estándares en matemáticas en la primavera de 2023: Subgrupo Estándares en matemáticas del idioma inglés en la primavera de 2024: Estudiantes de inglés (ELL) - 11% | | Porcentaje de estudiantes que cumplirán o superarán los estándares en matemáticas en la primavera de 2024. En general 70% Socio Económicamente Perjudicado (SED) - 46% Idioma en Inglés Estudiantes de inglés (ELL) - 38% | En general: 0 Puntos porcentuales <small>(PÁGINAS)</small> Socio Económicamente Perjudicado (SED) -2 PP Idioma en Inglés Estudiantes (ELL) - 0 <small>PÁGINAS</small> Reclasificado Fluido Inglés competente (RFEP) 0 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|---------|---|--|---------------------|--|--|
| | | <p>Reclasificado Fluido</p> <p>Inglés competente (RFEP) - 52%</p> <p>Inglés a largo plazo Estudiantes (LTEL) - 2%</p> <p>Estudiantes con Discapacidades (SWD) -23%</p> <p>Personas sin hogar - 9%</p> <p>Hispano/Latino - 23%</p> <p>Asiático - 89%</p> <p>Blanco - 78%</p> <p>Escuela secundaria Crittenden</p> <p>Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en la primavera de 2023</p> <p>ELL: 4%</p> <p>Escuela secundaria Graham - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en la primavera de 2023</p> <p>ELL - 3%</p> <p>Personas sin hogar - 6%</p> <p>Socioeconómicamente Desfavorecidos - 18%</p> <p>Hispano - 17%</p> | <p>Socio</p> <p>Económicamente Perjudicado (SED) - 21%</p> <p>Idioma en Inglés</p> <p>Estudiantes de inglés (ELL) - 11%</p> <p>Reclasificado Fluido</p> <p>Inglés competente (RFEP) - 52%</p> <p>Inglés a largo plazo Estudiantes (LTEL) - 2%</p> <p>Estudiantes con Discapacidades (SWD) - 24%</p> <p>Personas sin hogar - 8%</p> <p>Hispano/Latino - 22%</p> <p>Asiático - 89%</p> <p>Blanco - 80%</p> <p>Escuela secundaria Crittenden</p> <p>Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en la primavera de 2024</p> <p>ELL: 6%</p> <p>Escuela secundaria Graham</p> <p>Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en la primavera de 2024:</p> <p>ELL - 4%</p> | | <p>Reclasificado Fluido</p> <p>Inglés competente (RFEP) - 67%</p> <p>Inglés a largo plazo Estudiantes (LTEL) - 31%</p> <p>Estudiantes con Discapacidades (SWD) - 46%</p> <p>Personas sin hogar - 36%</p> <p>Hispano/Latino - 46%</p> <p>Asiático - 92%</p> <p>Blanco - 84%</p> <p>Escuela secundaria Crittenden</p> <p>Escuela - Porcentaje de estudiantes que alcanzaron o superaron los estándares en ELA en la primavera de 2026</p> <p>ELL: 33%</p> <p>Escuela secundaria Graham</p> <p>Escuela - Porcentaje de estudiantes que cumplirán o superarán los estándares en ELA en la primavera de 2026</p> <p>ELL - 32%</p> <p>Personas sin hogar - 34%</p> <p>Socio-Económicamente</p> | <p>Inglés a largo plazo Estudiantes (LTEL) 0</p> <p>PÁGINAS</p> <p>Estudiantes con Discapacidades (SWD) +1 PP</p> <p>Sin hogar -1 PP</p> <p>Hispano/Latino -1</p> <p>PÁGINAS</p> <p>Asiático 0 PP</p> <p>Blanco +2 PP</p> <p>Escuela secundaria Crittenden Escuela:</p> <p>ELL: +2 PP</p> <p>Escuela secundaria Graham Escuela:</p> <p>ELL +1 PP</p> <p>Sin hogar -3 PP</p> <p>Socio-Económicamente Desfavorecido 0</p> <p>PÁGINAS</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|---|--|
| | | | Personas sin hogar - 3% Socio- Económicamente Desfavorecidos - 18% Hispano - 17% | | Desfavorecidos - 41% Hispano - 41% | Hispano - 0 PP |
| 1.3 | Prioridad 4 - Estudiante Logro Resultados de CAASPP - Ciencia | 2022-23 El 55% de los estudiantes cumplieron o superaron los estándares en Ciencias en la primavera de 2023. Los siguientes son los porcentajes de estudiantes en cada nivel significativo grupos de estudiantes que cumplieron con los porcentajes o superaron los estándares de estudiantes en cada una de las materias de Ciencias en la primavera de 2023: Socioeconómicamente Desfavorecidos (SED) - 21% Idioma en Inglés Estudiantes de inglés (ELL) - 3% Reclasificado Fluido Inglés competente (RFEP) - 44% Inglés a largo plazo Estudiantes (LTEL) - 11% Estudiantes con Discapacidades (SWD) - 21% Hispano/Latino - 24% Asiático - 83% Blanco - 75% | 2023-24 El 54% de los estudiantes cumplieron o superaron los estándares en Ciencias en la primavera de 2024. Los siguientes son los grupos de estudiantes que cumplieron o superó los estándares en Ciencia en primavera de 2024: Socio Económicamente Perjudicado (SED) -22% Idioma en Inglés Estudiantes de inglés (ELL) - 6% Reclasificado Fluido Inglés competente (RFEP) - 45% Inglés a largo plazo Estudiantes (LTEL) - 0% | | Porcentaje de estudiantes que cumplirán o superarán los estándares en Ciencia en la primavera de 2026 En general 68% Socio Económicamente Perjudicado (SED) - 44% Idioma en Inglés Estudiantes de inglés (ELL) - 32% Reclasificado Fluido Inglés competente (RFEP) - 64% Inglés a largo plazo Estudiantes (LTEL) - 38% Estudiantes con Discapacidades (SWD) - 44% Hispano/Latino - 46% Asiático - 88% Blanco - 82% | En general: -1 Puntos porcentuales (PÁGINAS) Socio Económicamente Perjudicado (SED) +1 PP Idioma en Inglés Estudiantes de inglés (ELL) - +3 PP Reclasificado Fluido Inglés competente (RFEP) +1 PP Inglés a largo plazo Estudiantes (LTEL) - 11 páginas Estudiantes con Discapacidades (SWD) +2 PP Hispano/Latino 0 (PÁGINAS) Asiático -5 PP Blanco -2 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|---|--|---------------------|---|--|
| | | | Estudiantes con Discapacidades (SWD) - 23% Hispano/Latino - 24% Asiáticos - 78% Blanco - 73% | | | |
| 1.4 | Progreso de los estudiantes de inglés - Panel de California | Panel de California 2023 Distrito: El 53,7% de los estudiantes de inglés están progresando hacia el dominio del idioma inglés. Vargas: 44% de los estudiantes de los estudiantes están progresando hacia el dominio del idioma inglés | California Panel de control 2024 Distrito: El 51,5% de los estudiantes de inglés están progresando hacia el dominio del idioma inglés Vargas: 45.6% de los estudiantes de inglés en los están progresando hacia el dominio del idioma inglés | | California Tablero de instrumentos 2026 Distrito: 69% de Los estudiantes de inglés están progresando hacia Idioma en Inglés Competencia Vargas: El 57% de los estudiantes de inglés están progresando hacia el dominio del idioma inglés. | California Panel de control 2024 Distrito -2,2 puntos porcentuales (PP) Vargas +1.6 PP |
| 1.5 | Prioridad 4 - Estudiante Logro Tasa de reclasificación | Octubre de 2023: 14,95% | Octubre de 2024: 11,8% | | Octubre de 2026 20% | Octubre de 2024: - 3,15 puntos porcentuales (PP) |
| 1.6 | Porcentaje de estudiantes de inglés a largo plazo | Primavera de 2024: el 2,8 % de los estudiantes EL son aprendices de inglés a largo plazo Tasa inicial 2.8% de los estudiantes EL son aprendices de inglés a largo plazo | Primavera de 2025: El 6,6 % de los estudiantes EL son aprendices de inglés a largo plazo | | Primavera de 2027: Resultado deseado original: El 1,5% de los estudiantes EL serán clasificados como de nivel largo | Primavera de 2025: +0,9 puntos porcentuales (PP) utilizando la tasa corregida. |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|--|---------------------|--|---|
| | | (Primavera de 2024) Tasa corregida: 5.7% de los estudiantes EL son aprendices de inglés a largo plazo (primavera de 2024) | | | Término Inglés Estudiantes Resultado deseado ajustado: El 4,5% de los estudiantes EL serán clasificados como aprendices de inglés a largo plazo | |
| 1.7 | Prioridad 2 - Implementación del Estado Normas - Puntuaciones de la rúbrica Contenido académico Estándares propios Rúbrica de la herramienta de reflexión | 2023-24 El Distrito obtuvo calificaciones de 4 y 5 en la herramienta de Autorreflexión para la implementación de los estándares estatales. | 2024-25 El Distrito obtuvo calificaciones de 4 y 5 en la herramienta de Autorreflexión para la implementación de los estándares estatales. | | Junio de 2027 Obtener puntajes de rúbrica de al menos 4 en todas las áreas de la Contenido académico Estándares propios Herramienta de reflexión Rúbrica | 2024-25 Sin cambios con respecto al valor inicial. Todas las calificaciones fueron las mismas que en 2023-24. |
| 1.8 | Prioridad 7 - Curso Acceso Porcentaje de estudiantes en los grados 1 a 8 que tienen acceso a una educación amplia Curso de estudio que incluye bajos ingresos, Jóvenes de acogida, inglés Estudiantes de idiomas y Estudiantes con discapacidades | 2023-24 El 100% de los estudiantes tuvieron acceso a un programa de estudios amplio según datos de la Sistema de información estudiantil del distrito | 2024-25 El 100% de los estudiantes tuvieron acceso a un programa de estudios amplio según datos de la Sistema de información estudiantil del distrito | | Primavera de 2027 El 100% de los estudiantes tendrán acceso a un amplio plan de estudios basado en datos del sistema de información estudiantil del Distrito. | 2024-25 0 Porcentaje Puntos (PP) |
| 1.9 | Lectura i-Ready | Diagnóstico 2 2023-24 El 58% de los estudiantes cumplió o superó los estándares en | Diagnóstico 2 2024-25 | | Diagnóstico 2 2026-27 En general 70% | En general: +1 Puntos porcentuales (PÁGINAS) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|--|--|---------------------|--|---|
| | | <p>leyendo en iReady Diagnóstico 2</p> <p>Los siguientes son los porcentajes de lectura de iReady de estudiantes en cada grupo significativo de estudiantes que cumplió o superó los estándares en Lectura en Diagnóstico 2: Socioeconómicamente Desfavorecidos (SED) - 22%</p> <p>Idioma en Inglés Estudiantes (ELL) 12% Reclasificado Fluido Inglés competente (RFEP) - 59% Inglés a largo plazo Estudiantes (LTEL) - 3% Estudiantes con Discapacidades (SWD) 26% Personas sin hogar - 8% Hispano/Latino - 27% Asiático - 82% Blanco - 74 %</p> <p>Escuela secundaria Crittenden Escuela - Porcentaje de que se reunirán o superó los estándares en Lectura sobre el diagnóstico 2 Lectura: ELL - 0%</p> | <p>El 59% de los estudiantes cumplió o superó los estándares en de lectura de iReady de Diagnóstico</p> <p>Los siguientes son los porcentajes de estudiantes en cada grupo significativo de estudiantes que cumplieron o superaron los estándares en</p> <p>Leyendo en Diagnóstico 2: Socio Económicamente Perjudicado (SED) - 22% Idioma en Inglés Estudiantes de inglés (ELL) - 16% Reclasificado Fluido Inglés competente (RFEP) - 61% Inglés a largo plazo Estudiantes (LTEL) - 1% Estudiantes con Discapacidades (SWD) Personas sin hogar - 8% Hispano/Latino - 27% Asiático - 84% Blanco - 77%</p> | | <p>Socio Económicamente Perjudicado (SED) - 45% Idioma en Inglés Estudiantes de inglés (ELL) - Reclasificado Fluido Inglés competente (RFEP) - 71% Inglés a largo plazo Estudiantes (LTEL) - 32% Estudiantes con Discapacidades (SWD) - 48% Personas sin hogar - 36% Hispano/Latino - 49% Asiáticos - 86% Blanco - 82%</p> <p>Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplirán o superarán los estándares en Lectura sobre el diagnóstico 2 Lectura: ELL - 30%</p> <p>Escuela secundaria Graham Escuela - Porcentaje de estudiantes que cumplirán o superarán</p> | <p>Socio Económicamente Perjudicado (SED) 0 PP Idioma inglés 38% Estudiantes (ELL) +4 PÁGINAS Reclasificado Fluido Inglés competente (RFEP) +2 PP Inglés a largo plazo Estudiantes (LTEL) -2 PÁGINAS Estudiantes con Discapacidades (SWD) +1 PP Sin hogar 0 PP Hispano/Latino 0 PÁGINAS Asiático +2 PP Blanco +3 PP Escuela secundaria Crittenden Escuela: ELL: +6 PP</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|---|---|
| | | <p>Escuela secundaria Graham - Porcentaje de estudiantes que cumplirán o superarán los estándares en Lectura sobre el diagnóstico 2</p> <p>ELL - 1% Personas sin hogar - 4% Socioeconómicamente Desfavorecidos - 20% Hispano - 20%</p> | <p>Escuela secundaria Crittenden Escuela - Porcentaje de quienes cumplieron o superaron los estándares en Lectura sobre el diagnóstico 2 Lectura: ELL - 6%</p> <p>Escuela secundaria Graham Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en Lectura sobre el diagnóstico 2: ELL - 3% Personas sin hogar - 9% Socio- Económicamente Desfavorecidos - 17% Hispano - 20%</p> | | <p>estándares en Lectura sobre el diagnóstico 2</p> <p>ELL - 31% Personas sin hogar - 32% Socio- Económicamente Desfavorecidos - 44%</p> <p>Hispano - 44%</p> | <p>Escuela secundaria Graham Escuela: ELL +2 PP Sin hogar +5 PP Socio- Económicamente Desfavorecido -3 PÁGINAS Hispano - 0 PP</p> |
| 1.10 | I-Ready Reading: porcentaje de estudiantes que lograron un crecimiento de 1 año | <p>Diagnóstico 2 2023-24</p> <p>El 39% de los estudiantes logró un crecimiento de un año en el 39% de los estudiantes que leen a partir del diagnóstico lograron un crecimiento de un año 2</p> | <p>Diagnóstico 2 2024-25</p> <p>crecimiento en la lectura a partir del Diagnóstico 2</p> | | <p>Diagnóstico 2 2026-27</p> <p>100% de los estudiantes alcanzará 1 año crecimiento</p> | <p>Diagnóstico 2 2024-25:</p> <p>0 Porcentaje Puntos (PP)</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------------------|---|---|---------------------|---|--|
| 1.11 | Matemáticas i-Ready | <p>Diagnóstico 2 2023-24</p> <p>El 52% de los estudiantes cumplió o superó los estándares en Matemáticas en iReady Diagnóstico 2</p> <p>Los siguientes son los porcentajes de estudiantes en cada nivel significativo de estudiantes que cumplieron con los estándares de estudiantes en cada una de las áreas de Matemáticas en el Diagnóstico 2: Grupo socioeconómico que se reunió o Desfavorecido (SED) - superó el 15%</p> <p>Idioma inglés en el diagnóstico 2: Estudiantes (ELL) 11% Reclasificado Fluido Inglés competente (RFEP) - 53% Inglés a largo plazo Estudiantes (LTEL) - 0% Estudiantes con 11% Discapacidades (SWD) 23% Personas sin hogar - 5% Hispano/Latino - 18% Asiáticos - 81% Blanco - 70%</p> <p>Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en el diagnóstico 2 ELL: 4%</p> | <p>Diagnóstico 2 2024-25</p> <p>El 51% de los estudiantes cumplieron o superaron los estándares en matemáticas en iReady Diagnóstico 2</p> <p>Los siguientes son grupos de estudiantes que cumplieron con los estándares de estudiantes en matemáticas estudiante significativo</p> <p>Socio Económicamente Perjudicado (SED) - 13% Idioma en Inglés Estudiantes de inglés (ELL) Discapacidades (SWD) Reclasificado Fluido Inglés competente (RFEP) - 52% Inglés a largo plazo Estudiantes (LTEL) - 0%</p> <p>Estudiantes con Discapacidades (SWD) 21% Personas sin hogar - 4% Hispano/Latino - 16% Asiáticos - 81%</p> | | <p>Diagnóstico 2 2026-27</p> <p>En general 66% Socio Económicamente Perjudicado (SED) - 40% Idioma en Inglés Estudiantes de inglés (ELL) - 38% Reclasificado Fluido Inglés competente (RFEP) - 67% Inglés a largo plazo Estudiantes (LTEL) - 30% Estudiantes con Discapacidades (SWD) - 46% Personas sin hogar - 33% Hispano/Latino - 43% Asiático - 87% Blanco - 80%</p> <p>Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en el diagnóstico 2 ELL:33%</p> <p>Escuela secundaria Graham Escuela - Porcentaje de estudiantes que cumplieron</p> | <p>En general: -1 Puntos porcentuales (PÁGINAS) Socio Económicamente Perjudicado (SED) -2 PP Idioma en Inglés Estudiantes (ELL) 0 (PÁGINAS) Reclasificado Fluido Inglés competente (RFEP) -1 PP Inglés a largo plazo Estudiantes (LTEL) 0 (PÁGINAS) Estudiantes con Discapacidades (SWD) -2 PP Sin hogar -1 PP Hispano/Latino -2 (PÁGINAS) Asiático 0 PP Blanco -1 PP Escuela secundaria Crittenden Escuela : ELL: +3 PP</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---|---|--|
| | | <p>Escuela secundaria Graham - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en Diagnóstico 2</p> <p>ELL - 6%</p> <p>Personas sin hogar - 5%</p> <p>Socioeconómicamente Desfavorecidos - 16%</p> <p>Hispano - 17%</p> | <p>Blanco - 69%</p> <p>Escuela secundaria Crittenden Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en el diagnóstico 2:</p> <p>ELL: 7%</p> | <p>Escuela secundaria Graham Escuela - Porcentaje de estudiantes que cumplieron o superaron los estándares en matemáticas en el Diagnóstico 2</p> <p>ELL - 6%</p> <p>Personas sin hogar - 2%</p> <p>Socio- Económicamente Desfavorecidos - 13%</p> <p>Hispano - 13%</p> | <p>o superó los estándares en matemáticas en el Diagnóstico 2</p> <p>ELL - 34%</p> <p>Personas sin hogar - 35%</p> <p>Socio- Económicamente Desfavorecidos - 41%</p> <p>Hispano - 42%</p> | <p>Escuela secundaria Graham Escuela:</p> <p>ELL 0 PP</p> <p>Sin hogar -3 PP</p> <p>Socio- Económicamente Desfavorecido -3</p> <p><small>PÁGINAS</small></p> <p>Hispano - 4 PP</p> |
| 1.12 | Matemáticas i-Ready - porcentaje de estudiantes que lograron un crecimiento de 1 año | <p>Diagnóstico 2 2023-24</p> <p>El 28% de los estudiantes logró un crecimiento de un año en matemáticas a partir del Diagnóstico 2</p> | <p>Diagnóstico 2 2024-25</p> <p>El 27% de los estudiantes logró un crecimiento de un año en matemáticas a partir del Diagnóstico 2</p> | | <p>Diagnóstico 2 2026-27</p> <p>El 100% de los estudiantes lograrán un crecimiento de 1 año.</p> | <p>Diagnóstico 2 2024-25: -1</p> <p>Punto porcentual</p> <p><small>(PÁGINAS)</small></p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|---|---------------------|---|--|
| 1.13 | Horarios designados de desarrollo del idioma inglés | Métrica inicial: 2023-24: 100% de los sitios presentaron cronogramas maestros para VEJEZ Métrica revisada: 2023-24 El 100% de los sitios presentaron cronogramas maestros para ELD para garantizar el acceso a Idioma en Inglés Estándares de desarrollo e instrucción | 2024-25: El 100 % de los sitios presentaron cronogramas maestros para ELD para garantizar el acceso al inglés Idioma Desarrollo Normas y Instrucción | | Métrica inicial: 2026-27: el 100 % de los sitios presentaron cronogramas maestros para ELD Métrica revisada: 2026-27 El 100 % de los sitios presentaron cronogramas maestros para ELD para garantizar el acceso al inglés Idioma Desarrollo Normas y Instrucción | 2024-25: 0 Porcentaje Puntos (PP) |
| 1.14 | Acceso al curso: Participación en educación general - Estudiantes con discapacidades | 2023-24 El 78,1% de los estudiantes con discapacidad participan en la educación general 80-100% del tiempo 17.8% de los estudiantes con discapacidad participan en la educación general 0-39% del tiempo | 2024-25 El 76,2% de los estudiantes con discapacidad participan en la educación general entre el 80 y el 100% del tiempo. El 16,7% de los estudiantes con discapacidad participan en la educación general entre el 0 y el 39% del tiempo. | | 2026-27 El 81% de los estudiantes con discapacidad participan en la educación general entre el 80 y el 100% del tiempo. El 14% de los estudiantes con discapacidades participan en la educación general entre el 0 y el 39% del tiempo. | 2024-25 80-100%: -1,9 puntos porcentuales (PP) 0-39%: -1,1% Puntos Porcentuales (PP) |
| 1.15 | Encuesta sobre el clima distrital/ LCAP - Curso de estudio amplio | El 82% de los padres estuvo de acuerdo o muy de acuerdo con la primavera de 2024 Encuesta LCAP/Climatológica que su hijo tuvo | El 82% de los padres estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta que sus | | Primavera de 2027 El 88% de los padres estarán de acuerdo o muy de acuerdo | 2025 LCAP/Clima Encuesta 0 Porcentaje Puntos (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---------------------|---|--|
| | | acceso a una amplia curso de estudio | El niño tuvo acceso a un amplio programa de estudios. | | | |
| 1.16 | Acceso a cursos: servicios para estudiantes con desventajas socioeconómicas, estudiantes de inglés y jóvenes en hogares de acogida | 2023-24 67% de los Socio-Económicamente Perjudicado Estudiantes de inglés Estudiantes y familias de acogida Los jóvenes participan en la Aprendizaje ampliado Programa de Oportunidades (MVWSD+) | 2024-25 64% de los Socio-Económicamente Perjudicado Estudiantes de inglés Estudiantes y Los jóvenes de crianza temporal participan en la Expandido Aprendiendo Oportunidades Programa (MVWSD+) | | 2026-27 75% de Económicamente Perjudicado Estudiantes de inglés Estudiantes y Los jóvenes de crianza temporal participan en la Expandido Aprendiendo Oportunidades Programa (MVWSD+) | 2024-25-3 Puntos porcentuales (PÁGINAS) |
| 1.17 | Clima distrital/LCAP Encuesta - Instruccional Entrenadores | Primavera de 2024 El 76% de los docentes estuvo de acuerdo o muy de acuerdo en que los coaches instructivos les ayudan a mejorar su práctica. | Primavera de 2025 El 78% de los docentes estuvo de acuerdo o muy de acuerdo en que los coaches instructivos les ayudan a mejorar su práctica. | | Primavera de 2027 El 83% de los docentes estará de acuerdo o muy de acuerdo en que los coaches instructivos les ayudan a mejorar su práctica. | Primavera de 2025 +2 Porcentaje Puntos (PP) |
| 1.18 | Métrica de Subvención en Bloque de Emergencia para la Recuperación del Aprendizaje (LREBG) Competencia en lectura i-Ready K-3 - Monta Loma, Theuerkauf, Castro, Mistral y Vargas | Diagnóstico 2 2024-25 Monta Loma Kinder - 45% 1° - 53% 2° - 45% 3° - 54% Theuerkauf | No hay datos ya que esta es una nueva métrica agregada para el LCAP 2025-26. | | Diagnóstico 2 2026-27 Monta Loma Kinder - 56% 1° - 62% 2° - 56% 3° - 65% Theuerkauf | No hay datos ya que esta es una nueva métrica agregada para el LCAP 2025-26. |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|--|---------------------|--|--|
| | | Kinder - 58% 1° - 63% 2° - 54% 3° - 43% Castro Kinder - 45% 1° - 11% 2° - 9% 3° - 22% Mistral Kinder - 38% 1° - 30% 2° - 47% 3° - 47% Vargas Niños - 76% 1° - 65% 2° - 61% 3° - 67% | | | Niños - 66% 1° - 72% 2° - 63% 3° - 52% Castro Niños - 55% 1° - 44% 2° - 28% 3° - 38% Mistral Niños - 50% 1° - 44% 2° - 57% 3° - 57% Vargas Kinder - 82% 1° - 72% 2° - 68% 3° - 73% | |
| 1.19 | Métrica de Subvención en Bloque de Emergencia para la Recuperación del Aprendizaje (LREBG) Competencia fonética i-Ready K-3 - Monta Loma, Theuerkauf, Castro, Mistral y Vargas | Diagnóstico 2 2024-25 Monta Loma Niños - 55% 1° - 47% 2° - 48 3° - 70 Theuerkauf Niños - 73% 1° - 63% 2° - 67% 3° - 67% | No hay datos ya que esta es una nueva métrica agregada para el LCAP 2025-26. | | Diagnóstico 2 2026-27 Monta Loma Kinder - 64% 1° - 57% 2° - 58 3° - 76 Theuerkauf Kinder - 80% 1° - 70% 2° - 73% | No hay datos ya que esta es una nueva métrica agregada para el LCAP 2025-26. |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|--|---------------------|---------------------|---|---|
| | | Castro Kinder - 48% 1° - 18% 2° - 12% 3° - 32% Mistral Kinder - 52% 1° - 34% 2° - 53% 3° - 60% Vargas Niños - 78% 1° - 63% 2° - 67% 3° - 69% | | | 3° - 73% Castro Kinder - 58% 1° - 35% 2° - 30% 3° - 46% Mistral Kinder - 62% 1° - 46% 2° - 62% 3° - 68% Vargas Kinder - 82% 1° - 70% 2° - 73% 3° - 75% | |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

El Distrito pudo implementar la mayoría de las acciones descritas en el Objetivo 1 durante el año escolar 2024-25.

Implementación exitosa

El Distrito comenzó el año escolar con un equipo completo de coaching educativo (Acción 1.1). Cada escuela primaria contó con un coach, las escuelas intermedias compartieron cuatro coaches específicos de contenido y se contrató un coach del Distrito para el Desarrollo del Idioma Inglés. Además, se contrató un coach tecnológico (Acción 1.2) que trabajó para apoyar al personal en el uso de la tecnología del Distrito. El Distrito continuó utilizando SchoolCity como plataforma de datos para administrar evaluaciones en el aula y monitorear el rendimiento estudiantil durante y a lo largo de los años escolares (Acción 1.3), y se utilizó iReady como la evaluación diagnóstica del Distrito para los grados K-8 tres veces al año: agosto, diciembre y mayo (Acción 1.4). El Distrito continuó ofreciendo periodos de Respuesta a la Instrucción en las escuelas primarias y secundarias para atender las necesidades de los estudiantes. Se implementaron horarios diarios en Castro y Mistral para permitir bloques de instrucción más largos e ininterrumpidos (Acción 1.5). El Distrito ofreció programas de verano, incluyendo el Campamento de Verano MVWSD+, Elevate Math, el Instituto de Matemáticas de Verano Valdes y la sesión de verano de Peninsula Bridge.

(Acción 1.6) Se asignaron fondos del Programa de Apoyo Estudiantil Específico a todas las escuelas para apoyar específicamente la mejora de los resultados de los estudiantes no duplicados (estudiantes de inglés, estudiantes con desventaja socioeconómica y jóvenes en hogares de acogida). Los gastos se describieron en los Planes Escolares para el Rendimiento Estudiantil (Acción 1.7).

Los horarios escolares incluyeron bloques para el desarrollo del idioma inglés designado. Los estudiantes fueron reagrupados en los niveles de grado según los niveles de ELPAC para recibir 150 minutos/semana de instrucción en la escuela primaria o ubicados en clases específicas de nivel en la escuela secundaria (Acción 1.8). Todos los docentes de K-5 tuvieron acceso a una suscripción a Reading AZ y a Grammar Gallery para complementar las lecciones de Desarrollo del Idioma Inglés Designado (Acción 1.9). El Distrito continuó capacitando a los instructores y docentes sobre las mejores prácticas para el Desarrollo Integrado del Idioma Inglés (DII) a través del Protocolo de Observación de Instrucción Protegida (SIOP) (Acción 1.10). El Equipo de Docentes de Nuevo Ingreso del Distrito continuó en el ciclo escolar 2024-25 con cuatro docentes. Un docente apoyó específicamente a la escuela primaria Castro y otros tres apoyaron a otras cuatro escuelas, incluida la primaria Vargas (Acción 1.11). El instructor de Desarrollo del Idioma Inglés apoyó esta labor hasta diciembre de 2024 (Acciones 1, 8, 1, 9, 1, 10 y 1.11).

El apoyo a los estudiantes con discapacidades continuó con la capacitación de los docentes en el Programa Intensivo de Intervención en Lectura del Distrito. La coenseñanza continuó en la escuela secundaria y en un aula de kínder de transición (Acción 1.12). Se continuó trabajando para expandir el Sistema de Apoyo Multinivel del Distrito, utilizando los Procesos Universales de Ciclo de Datos (UCC) y la planificación educativa, así como las reuniones del Equipo de Coordinación de Servicios (CCES) y del Equipo de Éxito Estudiantil (ESEA). Se actualizó la Matriz de Estrategias e Intervenciones de MVWSD (Acción 1.13). El Equipo de Lectoescritura Temprana brindó apoyo a estudiantes en cinco escuelas. La Directora de Lectoescritura Temprana fue reasignada como Directora de Currículo, Instrucción y Evaluación en enero de 2025 y mantuvo su supervisión sobre el Equipo de Lectoescritura Temprana (Acción 1.14).

Las escuelas secundarias del distrito continuaron con un horario de 8 periodos que permite a todos los estudiantes tener acceso a las materias básicas, al menos una optativa y Respuesta a la Instrucción según sea necesario (Acción 1.15). Todos los centros administraron las Evaluaciones Provisionales del Dominio del Inglés para Estudiantes de California (ELPAC) en enero de 2025 (Acción 1.16). El Distrito adoptó el nuevo Currículo Estructurado de Lectoescritura, Amplify Core Knowledge Language Arts. En el ciclo escolar 2024-2025, el Distrito capacitó a todos los maestros de primaria en el uso del nuevo programa y brindó apoyo y orientación continua para el aprendizaje profesional (Acción 1.17). Se priorizó la asistencia de todos los estudiantes sin hogar a los programas extraescolares en el ciclo escolar 2024-2025. El personal del distrito se comunicó con todas las familias que no respondieron a las invitaciones en repetidas ocasiones. Se desarrolló una herramienta de monitoreo y los directores realizaron una ronda de monitoreo este año. Esto se desarrollará con mayor detalle en un protocolo para el ciclo escolar 2025-2026.

Desafíos de implementación

Los cambios de personal realizados en enero de 2025 afectaron al equipo de Asesoramiento Instruccional (Acción 1.1). El Asesor de Desarrollo del Idioma Inglés del Distrito se convirtió en Director Interino y el Asesor de Matemáticas de Secundaria del Distrito dejó el Distrito. El Distrito reestructuró las funciones del personal existente para abordar las deficiencias en lugar de intentar contratar personal para el resto del año escolar. El Coordinador de MTSS del Distrito fue nombrado Director Interino en diciembre de 2024, lo que paralizó el trabajo en el nuevo sitio web de MTSS del Distrito. Se reestructuraron las funciones del personal existente para apoyar la implementación de MTSS, específicamente en torno a los Ciclos de Datos Universales, la planificación educativa, las reuniones del Equipo de Coordinación de Servicios y las reuniones del Equipo de Éxito Estudiantil (Acción 1.13).

Implementación modificada

El Distrito reestructura las funciones del personal existente para abordar las deficiencias en el Equipo de Capacitación Pedagógica (Acción 1.1) en lugar de intentar contratar un asesor de desarrollo del idioma inglés y un asesor de matemáticas de secundaria para el resto del año escolar. Además, el asesor de desarrollo del idioma inglés solo podía apoyar a los docentes con Desarrollo del Idioma Inglés Designado e Integrado y...

Equipo de Recién Llegados hasta diciembre de 2024 debido a su nombramiento como directora interina en enero de 2025 (Acciones 1.8, 1.10 y 1.11). Sin embargo, impartió 10 sesiones de desarrollo profesional extraescolar para docentes entre diciembre y marzo. La implementación completa del sitio web del Sistema de Apoyo a la Formación Docente (MTSS) del Distrito no se completó en el ciclo escolar 2024-25 debido a cambios de personal en diciembre de 2024. El sitio web se está revisando para su implementación en el ciclo escolar 2025-26 (Acción 1.13). La Directora de Lectoescritura Temprana fue reasignada como Directora de Currículo, Instrucción y Evaluación en enero de 2025 y mantuvo su supervisión del Equipo de Lectoescritura Temprana (Acción 1.14).

Si bien se priorizó a todos los estudiantes sin hogar para las actividades extraescolares, el Distrito implementó un programa piloto de tutoría con 38 estudiantes de Landels y Vargas. El personal recopiló las opiniones de los directores para determinar los próximos pasos. (Acción 1.18).

Acciones no implementadas:

Todas las acciones se implementaron al menos parcialmente en 2024-25.

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

Acción 1.1: El entrenador de matemáticas del Distrito se fue a mitad de año y el entrenador ELD del Distrito fue reasignado en enero de 2025. Esto disminuyó los gastos reales estimados para los entrenadores para el año escolar 2024-25.

Acción 1.2: Los costos de salario y beneficios fueron mayores a lo planificado para el Coach de Tecnología.

Acción 1.5: Los costos de salarios y beneficios para los docentes de Respuesta a la Instrucción fueron menores a lo planificado.

Acción 1.7: Varias escuelas no gastaron sus fondos porque estaban aprendiendo el sistema del Distrito, por lo que los gastos fueron menores de lo esperado.

Acción 1.8: El desarrollo profesional fue realizado por el personal del Distrito, por lo que no hubo gastos para esta acción.

Acción 1.12: El Distrito tenía materiales sobrantes del año anterior y no tuvo que comprar tantos en 2024-25.

Acción 1.16: La capacitación para realizar la evaluación ELPAC provisional fue realizada por el personal del Distrito y se realizó durante un día de desarrollo del personal, por lo que no hubo gastos para esta acción.

Acción 1.17: El costo real del nuevo currículo de artes del lenguaje inglés del Distrito fue menor al planificado.

Acción 1.18: Los Tutores que apoyaron a los estudiantes después de clases fueron voluntarios por lo que no hubo gastos para esta acción.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Los pasos de acción del Objetivo 1 se combinaron para respaldar el objetivo del Distrito de desarrollar e implementar prácticas de instrucción efectivas y consistentes que satisfagan las necesidades de todos los estudiantes.

Todos los centros se beneficiaron de contar con asesores pedagógicos (Acción 1) para colaborar directamente con los docentes en la mejora de las prácticas pedagógicas. El Distrito cree que, al invertir en una sólida docencia inicial, se lograrán avances para cerrar las brechas de rendimiento que se han acentuado debido a la pandemia y la interrupción del aprendizaje. Los docentes coincidieron o coincidieron totalmente en la Encuesta de Clima y LCAP del Distrito en que los asesores pedagógicos les ayudan a mejorar sus prácticas (+2 puntos porcentuales) en 2025 en comparación con 2024.

Los resultados de matemáticas en i-Ready se mantuvieron estables, aunque los capacitadores se centraron en apoyar a los docentes con la implementación del nuevo currículo de Lengua y Literatura Inglesas (ELA) - Amplify Core Knowledge. El distrito implementó el cambio a un currículo de lectoescritura estructurado en lugar de un currículo de lectoescritura equilibrado (Acción 1.17). Además del apoyo diario a los docentes en las escuelas, los capacitadores organizaron reuniones de la Comunidad de Aprendizaje

Cada seis semanas para apoyar a los docentes en la planificación de la instrucción en ELA. La incorporación de asesores pedagógicos, junto con un nuevo Currículo Estructurado de Lectoescritura - Amplificar los Conocimientos Básicos (Acción 1.17), un Equipo de Lectoescritura dedicado (Acción 1.14) que ofrece intervención de lectura basada en la investigación en seis escuelas primarias del Distrito y tiempo dedicado a la Respuesta a la Instrucción en todas las escuelas (Acción 1.5), ha sido eficaz y ha permitido mejorar la competencia lectora de i-Ready en los grados K-3. El 66 % de los padres estuvo de acuerdo o muy de acuerdo en la Encuesta de Clima/LCAP del Distrito en cuanto a que están muy o completamente satisfechos con el apoyo que su hijo recibió en Respuesta a la Instrucción.

Al comparar las puntuaciones del Diagnóstico 2 en 2023 con el Diagnóstico 2 en 2024, el Distrito vio los siguientes aumentos: Kindergarten +1 Punto Porcentual (PP), 1er Grado +9 PP, 2do Grado +4 PP y 3er Grado +2 PP. El desarrollo de sólidas habilidades de lectoescritura fundamentales en los grados de primaria debería conducir a una mejora general en lectura en todos los grados con el tiempo. La competencia general en lectura aumentó en un punto porcentual y los estudiantes reclasificados (+2), los estudiantes de inglés (+4) y los estudiantes con discapacidades (+1) mostraron aumentos. En general, el porcentaje de estudiantes que cumplieron con su Crecimiento Típico Anual (ATG) (crecimiento de 1 año) en i-Ready en lectura y matemáticas se mantuvo estable al comparar los resultados del Diagnóstico 2 en 2023 con el Diagnóstico 2 en 2024 (Lectura 39% - 0 ganancia/Matemáticas 27% -1 pérdida de PP), ATG mejoró en Primer Grado (+4 PP), Segundo Grado (+1 PP) y Tercer Grado (+1 PP). Los datos del Panel de Control de California, publicados en noviembre de 2024, muestran que el Distrito Escolar de Monterey-Washington (MVWSD) mantuvo una calificación general de Verde en Lengua y Literatura Inglesas (ELA) y Matemáticas. El Distrito prevé que los resultados de las evaluaciones CAASPP de la primavera de 2025 también comiencen a mostrar avances en Lectura, especialmente en los grados inferiores. Con base en los resultados obtenidos en el ciclo escolar 2024-25, el Distrito ajustará la descripción del puesto de instructor pedagógico para incluir hasta un 40 % del tiempo dedicado a brindar intervención de lectura basada en la investigación en grupos pequeños.

Los instructores recibirán una capacitación similar a la de los docentes del Equipo de Lectoescritura. Esto permitirá al Distrito ofrecer intervención lectora en todas las escuelas durante el ciclo escolar 2025-26.

El Distrito contó con un asesor tecnológico en el ciclo escolar 2024-25 (Acción 1.2). El asesor tecnológico tenía diversas responsabilidades, entre ellas, la elaboración y el envío de boletines mensuales y consejos tecnológicos semanales, la organización del Festival de Cine de MVWSD, las reuniones mensuales con los responsables técnicos del centro, la revisión de los programas de tecnología educativa que se utilizan en el distrito, la gestión de los acuerdos de datos estudiantiles para el software educativo, las reuniones individuales con los docentes para ayudarles a implementar la tecnología, la impartición de capacitaciones sobre diversas herramientas en las reuniones del personal escolar y el desarrollo de lecciones de ciudadanía digital que implementaremos el próximo año. Sin un asesor tecnológico, estas tareas recaerían en el Departamento de Tecnología, encargado del mantenimiento de la infraestructura y los dispositivos del Distrito para aproximadamente 5000 estudiantes y 700 empleados sin formación académica. El trabajo del asesor es necesario para garantizar que el uso de la tecnología en las aulas sea eficaz y consistente.

El Distrito cuenta con dos acciones que apoyan la recopilación y el análisis de datos (Acciones 1.3 y 1.4). El Distrito utilizó i-Ready para evaluaciones de diagnóstico tres veces al año: agosto, diciembre y mayo. Los resultados fueron utilizados por las escuelas y el Distrito para monitorear el progreso de los estudiantes e identificar áreas de fortaleza y necesidad en todo el Distrito. El Distrito también seguirá utilizando SchoolCity como plataforma de datos para las evaluaciones y los informes del Distrito (Acción 1.4). SchoolCity contiene datos de i-Ready y otras evaluaciones, y permite al Distrito desglosar aún más los datos para identificar áreas de necesidad a nivel individual del estudiante, lo cual es necesario para que los docentes ajusten la instrucción a las necesidades. Estas herramientas también son necesarias para el Equipo de Lectoescritura, ya que supervisa el progreso de los estudiantes que reciben intervención.

El Distrito atendió a aproximadamente 700 estudiantes en el verano de 2023 (Acción 1.6). La programación se llevó a cabo con fondos del Programa de Oportunidades de Aprendizaje Ampliadas (ELOP) e incluyó a varios socios (Valdez Summer Math Institute, Elevate Math, Peninsula Bridge).

Fundación, Right at School y la YMCA. Sin estos programas, nuestros estudiantes y familias más desfavorecidos no tendrían acceso a la intervención, el enriquecimiento ni el cuidado infantil necesarios.

Se asignaron Fondos de Apoyo Estudiantil Específicos (Acción 1.7) a cada escuela para brindar apoyo y servicios directos a estudiantes de inglés, estudiantes con desventajas socioeconómicas y jóvenes en hogares de acogida (estudiantes no duplicados). La financiación se basa en el porcentaje de estudiantes no duplicados de cada escuela. Las escuelas destinaron sus fondos a artículos como materiales didácticos y personal para abordar las necesidades específicas de los estudiantes de estos grupos y, en conjunto con otras acciones, mejorar los resultados estudiantiles. Al comparar las puntuaciones del Diagnóstico 2 de 2023 con las del Diagnóstico 2 de 2024, el Distrito observó los siguientes aumentos: kínder +1 punto porcentual (PP), 1.er grado +9 PP, 2.º grado +4 PP y 3.er grado +2 PP. El desarrollo de sólidas habilidades de lectoescritura fundamentales en los grados de primaria debería conducir a una mejora general en la lectura en todos los grados con el tiempo. La competencia general en lectura aumentó un punto porcentual, y los estudiantes reclasificados (+2), los estudiantes de inglés (+4) y los estudiantes con discapacidades (+1) mostraron mejoras. En general, el porcentaje de estudiantes que alcanzaron su Crecimiento Típico Anual (CTA) (crecimiento de un año) en i-Ready en lectura y matemáticas se mantuvo sin cambios al comparar los resultados del Diagnóstico 2 de 2023 con los del Diagnóstico 2 de 2024 (39 % en lectura - 0 aumentos; 27 % en matemáticas - 1 pérdida de puntos porcentuales). El CTA mejoró en primer grado (+4 puntos porcentuales), segundo grado (+1 punto porcentual) y tercer grado (+1 punto porcentual). El Distrito prevé que los resultados de las evaluaciones CAASPP también comiencen a mostrar avances, especialmente en lectura en los grados inferiores.

Seis acciones de la meta 1 se enfocaron en apoyar los resultados de los estudiantes de inglés como segundo idioma. El Distrito contrató a un asesor pedagógico para el Desarrollo del Idioma Inglés (ELD) (Acción 1.1). El asesor pedagógico fue responsable de apoyar a los docentes en la mejora de la instrucción para estudiantes de inglés como segundo idioma y estudiantes recién llegados. El asesor pedagógico también capacitó a asesores pedagógicos y brindó desarrollo profesional sobre el Protocolo de Observación de Instrucción Protegida (SIOP) (Acción 1.10), el modelo pedagógico del Distrito basado en la investigación y diseñado para satisfacer las necesidades de los estudiantes de inglés como segundo idioma, los estudiantes reclasificados con dominio fluido del inglés y los estudiantes de inglés como segundo idioma a largo plazo. Este año, el asesor pedagógico de ELD organizó más de 100 reuniones diversas con docentes, otros asesores y directores, de agosto a diciembre, sobre el tema de la mejora de la instrucción de ELD. Esto incluye varias sesiones de desarrollo profesional para todo el personal. El asesor pedagógico de ELD también planificó y/o facilitó 10 sesiones de desarrollo profesional extracurriculares para docentes entre diciembre y marzo. Todos los estudiantes de inglés se reagruparon por grado según los niveles de ELPAC para recibir 150 minutos semanales de instrucción en primaria o ser asignados a clases específicas de su nivel en secundaria (Acción 1.8). Todos los docentes de primaria tuvieron acceso a materiales complementarios como Grammar Gallery y Reading A to Z para apoyar mejor la instrucción durante el tiempo de ELD (Acción 1.9). El Distrito seguirá ofreciendo suscripciones a materiales complementarios en el ciclo lectivo 2025-26 y revisará la oferta, ya que la reducción en el uso y la financiación podrían requerir cambios en los programas ofrecidos.

El Distrito brindó apoyo directo a 135 estudiantes de nuevo ingreso en 5 escuelas primarias durante el ciclo escolar 2024-25, con 1.0 ETP dedicado a apoyar a los estudiantes de nuevo ingreso en la Escuela Castro, la escuela con mayor número de alumnos del Distrito (52 alumnos atendidos). Los datos recopilados semanalmente mostraron que los estudiantes mejoraron su capacidad para usar frases de una palabra para expresar sus necesidades o responder preguntas. Aproximadamente 15 estudiantes dejaron de recibir este apoyo durante el año. Todas las escuelas administraron la Prueba ELPAC Provisional en enero de 2025. El próximo año, el Distrito administrará la Prueba ELPAC Provisional una vez en otoño y otra en invierno para realizar ajustes en la instrucción. La combinación de estas acciones es efectiva y los resultados de i-Ready Reading muestran que los estudiantes reclasificados aumentaron (+2 PP) los estudiantes de inglés (+4 PP) en el diagnóstico 2 este año en comparación con el diagnóstico 2 en 2023. Además, la competencia en lectura de i-Ready para los estudiantes de inglés en las escuelas objetivo aumentó en el diagnóstico 2 este año en comparación con el diagnóstico 2 en 2023: Crittenden (+6 PP), Castro (+3 PP) y Vargas (+6 PP). El Distrito vio una disminución en la tasa de reclasificación del 14.95% al 11.8% entre octubre de 2023 y octubre de 2024. Además, solo el 51.5% de los estudiantes están progresando hacia el dominio del inglés en todo el distrito en comparación con el 53.7% como se indica en el Tablero de California, aunque las escuelas objetivo, Vargas (+1.6 PP), Crittenden (+4 PP) y Castro (+1.1 PP) vieron aumentos.

La Acción 1.12 está diseñada específicamente para apoyar a los estudiantes con discapacidad. El Distrito implementó un currículo intensivo de lectura y capacitó a docentes de educación especial en todas las escuelas para apoyar mejor a los estudiantes en el desarrollo de habilidades lectoras fundamentales, además del apoyo brindado por el equipo de intervención en lectura (Acción 1.14). El Distrito continuó implementando clases co-enseñadas de Lengua y Literatura Inglesas y matemáticas en ambas escuelas secundarias y en una escuela primaria. Los resultados generales de i-Ready fueron dispares para los estudiantes con discapacidad (Lectura +1 punto porcentual y Matemáticas -2 puntos porcentuales). Seis de las 11 escuelas mostraron mejoras en la competencia lectora de los estudiantes con discapacidad, incluyendo Castro (+5 puntos porcentuales) y Graham (+1 punto porcentual). El Sr. Mlstral (+5 PP), Stevenson (+12 PP) y Theuerkauf (+7 PP), mientras que solo Bubb mostró mejoras en matemáticas (+5 PP). Se necesita más tiempo para determinar la efectividad del currículo actual de intervención en lectura, y se implementarán cambios en la programación en el ciclo escolar 2025-26 para permitir más tiempo para su uso. En el ciclo escolar 2025-26, el Distrito implementará modelos piloto de Centros de Aprendizaje en varias escuelas y determinará si son más efectivos que la Co-enseñanza. Los Centros de Aprendizaje permiten que los estudiantes reciban instrucción junto con sus compañeros de educación general en lugar de en aulas independientes. El Distrito también agregará Programas de Recursos Sociales en dos escuelas para brindar un mejor apoyo a los estudiantes de educación general con autismo. También se agregará un Asesor de Educación Especial en el ciclo escolar 2025-26, cuya principal responsabilidad será asesorar a los nuevos maestros de Educación Especial.

El Distrito continuó expandiendo y perfeccionando el Sistema Multinivel de Apoyo (MTSS) (Acción 1.13). Los centros educativos utilizaron procesos perfeccionados para los Procesos Universales del Ciclo de Datos y la planificación educativa, así como para las reuniones del Equipo de Coordinación de Servicios y del Equipo de Éxito Estudiantil. Se actualizó la Matriz de Estrategias e Intervenciones del Distrito Escolar de Montgomery (MVWSD). El trabajo en el sitio web del MTSS no se completó y está en proceso para estar listo para el ciclo escolar 2025-26. El Coordinador del MTSS recibió el cargo de Director Interino en noviembre de 2024 y se reasignó a otros miembros del personal para apoyar a las escuelas con los procesos y la implementación del MTSS. Es necesario continuar trabajando para perfeccionar el MTSS del Distrito y asegurar que los estudiantes reciban el apoyo necesario para asegurar su éxito académico, social y emocional. Si bien fue difícil recopilar datos en el ciclo escolar 2024-25 debido a problemas relacionados con el desarrollo del sitio web, esta acción ha demostrado ser eficaz, ya que el Distrito logró superar la Desproporcionalidad Significativa en la sobreidentificación de estudiantes hispanos/latinos con una discapacidad específica de aprendizaje, lo cual se debe en parte a los sistemas implementados dentro del MTSS. El Distrito analizará con más detalle los datos del MTSS durante el verano de 2025 y proporcionará los resultados como parte de la actualización anual del ciclo escolar 2025-26.

El Distrito continuó implementando una jornada de 8 periodos en ambas escuelas intermedias (Acción 1.15). Este horario permite que todos los estudiantes se inscriban en un Plan de Estudios Amplio y que los estudiantes con baja representación tengan acceso y se inscriban en programas y servicios desarrollados y proporcionados para estudiantes de bajos ingresos, estudiantes de inglés, jóvenes en hogares de acogida y estudiantes con discapacidades. La jornada de 8 periodos permite que todos los estudiantes tengan acceso a las materias básicas, al menos una asignatura optativa y Respuesta a la Instrucción según sea necesario. El horario también garantiza que los estudiantes de inglés, los estudiantes de inglés a largo plazo y los recién llegados tengan acceso a la instrucción de Desarrollo del Idioma Inglés según corresponda, y que los estudiantes con discapacidades tengan acceso a clases impartidas en conjunto o apoyo educativo según sea necesario. El 88% de los padres encuestados en Crittenden y el 86% en Graham estuvieron de acuerdo o muy de acuerdo en que su hijo tiene acceso a una amplia gama de materias en la escuela según la Encuesta de Clima/LCAP de primavera de 2025 del Distrito.

Todos los estudiantes sin hogar fueron priorizados para asistir a programas extraescolares en el ciclo escolar 2024-25 (Acción 1.18). El personal del distrito se comunicó con todas las familias que no respondieron a las invitaciones en repetidas ocasiones. Se desarrolló una herramienta de monitoreo y los directores realizaron una ronda de monitoreo este año. Esto se implementará en el ciclo escolar 2025-26. El distrito priorizó a todos los estudiantes sin hogar para programas extraescolares y tutorías en el ciclo escolar 2024-25. El personal también realizó una prueba piloto de tutorías con 38 estudiantes de Landels y Vargas. Los directores comentaron que existían muchos obstáculos y limitaciones logísticas para las tutorías extraescolares: los tutores solo podían asistir en ciertos momentos de la semana, y a menudo solo una o dos veces por semana, no tenían el acceso a los maestros que necesitaban (a pesar de varios esfuerzos para intentar hacerlo) y el apoyo y la comunicación de los proveedores de servicios extraescolares eran irregulares. Con base en estos comentarios, el distrito no lo expandió a otras escuelas este año. El Distrito no puede determinar la efectividad de esta medida después de solo un año de implementación. El Plan de Acción Diferenciado del Distrito

El Equipo de Asistencia se ha centrado en abordar las tasas de ausentismo crónico de este grupo de estudiantes. En 2022, el 42.7% de los estudiantes sin hogar presentaban ausentismo crónico, cifra que se redujo al 25% en 2024. Además, el número de estudiantes en este grupo ha fluctuado con el tiempo. En 2023, el Distrito contaba con 325 estudiantes sin hogar, en comparación con los 201 actuales. El Distrito revisará los resultados de la Evaluación CAASPP de la primavera de 2025, aunque, basándose en los comentarios de las tutorías, no prevé mejoras. El personal reconsiderará cómo aprovechar el tiempo en la escuela y después de clases para reforzar el rendimiento académico de los estudiantes sin hogar.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

El Distrito agregó las Métricas 1.18 y 1.19 como medidas adicionales de la efectividad del Equipo de Alfabetización que se financia con la Subvención en Bloque de Emergencia para la Recuperación del Aprendizaje.

Métrica 1.6: El porcentaje de estudiantes de inglés a largo plazo se reportó incorrectamente para la primavera de 2024, ya que el 2.8% de los estudiantes de inglés a largo plazo son estudiantes de inglés a largo plazo. La tasa correcta debería haber sido del 5.7% de los estudiantes de inglés a largo plazo (primavera de 2024). Esta métrica se corrigió. Además, debido a la línea de base incorrecta, el resultado deseado original: el 1.5% de los estudiantes de inglés a largo plazo serán clasificados como estudiantes de inglés a largo plazo.

Se modificó. Resultado deseado ajustado: El 4,5 % de los estudiantes EL serán clasificados como aprendices de inglés a largo plazo.

Tasa corregida: 5.7% de los estudiantes EL son aprendices de inglés a largo plazo (primavera de 2024)

Métrica 1:13: La métrica de referencia se actualizó para brindar más claridad sobre por qué el Distrito recopila los horarios designados de artes del lenguaje inglés.

Métrica inicial: 2023-24: el 100 % de los sitios presentaron cronogramas maestros para ELD

Métrica revisada: 2023-24 El 100 % de los sitios presentaron cronogramas maestros para ELD para garantizar el acceso a los estándares y la instrucción del desarrollo del idioma inglés.

Métrica 1.13: La métrica de resultados del año 3 se actualizó para brindar más claridad sobre por qué el Distrito recopila los horarios designados de artes del lenguaje inglés.

Métrica inicial: 2026-27: el 100 % de los sitios presentaron cronogramas maestros para ELD

Métrica revisada: 2026-27 El 100 % de los sitios presentaron cronogramas maestros para ELD para garantizar el acceso a los estándares y la instrucción del desarrollo del idioma inglés.

Métrica 1.18: El Distrito agregó la siguiente métrica: i-Ready Reading Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral y Vargas para medir aún más el progreso de los estudiantes que reciben servicios del equipo de alfabetización temprana (Acción 1.15) que está financiado por la subvención en bloque de aprendizaje de recuperación y emergencia.

Métrica 1.19: El Distrito agregó la siguiente métrica: i-Ready Phonics Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral y Vargas para medir aún más el progreso de los estudiantes que reciben servicios del equipo de alfabetización temprana (Acción 1.15) que está financiado por la subvención en bloque de aprendizaje de recuperación y emergencia.

Acción 1.1: Asesores pedagógicos: Con base en los resultados obtenidos en el ciclo escolar 2024-25, el Distrito ajustará la descripción del puesto de asesor pedagógico para incluir hasta un 40 % del tiempo dedicado a la intervención lectora en grupos pequeños, basada en la investigación. Los asesores recibirán una capacitación similar a la de los docentes del Equipo de Lectoescritura. Esto permitirá al Distrito ofrecer intervención lectora en todas las escuelas en el ciclo escolar 2025-26.

Acción 1.9: Todos los docentes de primaria tuvieron acceso a los materiales complementarios Grammar Gallery y Reading A-Z para apoyar mejor la instrucción durante el tiempo de ELD en el curso 2025-26. El Distrito seguirá ofreciendo suscripciones a los materiales complementarios en el curso 2025-26 y revisará la información disponible, ya que la reducción en el uso y la financiación podrían requerir cambios en los programas ofrecidos.

Acción 1.11: El Distrito contratará a tres maestros de primaria para estudiantes recién llegados. Uno se dedicará a apoyar a los estudiantes de Castro y los otros dos se asignarán según el porcentaje de estudiantes recién llegados en cada escuela al inicio del año escolar. Cada escuela secundaria contará con al menos una clase de Lengua y Literatura Inglesas de transición para apoyar a los estudiantes recién llegados. Esta acción se reformuló para mayor claridad para los socios comunitarios.

Acción 1.12: Apoyo para estudiantes con discapacidades: Si bien el Distrito continuará ofreciendo clases de enseñanza conjunta en sus escuelas secundarias, el personal implementará un modelo piloto de Centro de Aprendizaje en tres escuelas. Los Centros de Aprendizaje ofrecen a los estudiantes oportunidades de aprendizaje más independientes y autodirigidas, y se centran en el trabajo individual o en grupos pequeños para abordar sus necesidades. Además, el Distrito incorporará Programas de Recursos Sociales en dos escuelas para brindar un mejor apoyo a los estudiantes de educación general con autismo. En el curso 2025-26, se incorporará un tutor de educación especial, cuya principal responsabilidad será la mentoría de los nuevos docentes de educación especial.

Acción 1.13: Sistema de Apoyo Multinivel - El Distrito se centrará en el desarrollo, la implementación y el perfeccionamiento del sitio web del MTSS en el curso 2025-26. Este trabajo se paralizó en el curso 2024-25 debido a ajustes de personal. El Coordinador del MTSS asumió el cargo de Director Interino en noviembre de 2024, y no todas las responsabilidades del coordinador pudieron cubrirse durante el resto del curso 2024-25.

Acción 1.15: Equipo de Alfabetización Temprana - En el ciclo lectivo 2024-25, el Director de Alfabetización Temprana supervisó el Equipo de Alfabetización Temprana. En diciembre de 2024, el Distrito realizó ajustes de personal y el Director de Alfabetización Temprana asumió el cargo de Director de Currículo, Instrucción y Evaluación, y mantuvo la supervisión del Equipo de Alfabetización Temprana. El puesto de Director de Alfabetización Temprana será eliminado. Además, se aclarará el texto de la acción para que quede claro que los fondos utilizados para este programa provienen de la Subvención Global de Emergencia para la Recuperación del Aprendizaje.

Acción 1.17: Nuevo currículo de Lengua y Literatura - El Distrito adoptó el nuevo currículo de Lengua y Literatura en inglés, Amplify, en mayo de 2025. El Distrito continuará implementando y supervisando el progreso de los estudiantes, y esta acción se eliminará por su finalización. El Distrito la reemplazará para el año académico 2025-26, ya que convocará un comité para revisar, implementar y recomendar nuevos materiales de matemáticas para su adopción.

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|---|----------------|---------------|
| 1.1 | Los tutores pedagógicos proporcionan un tutor pedagógico de tiempo completo (FTE) para cada escuela primaria y un | <p>tutor pedagógico de tiempo completo (FTE) para cada una de las siguientes materias en secundaria: Estudios Sociales, Ciencias, Lengua y Literatura Inglesas y Matemáticas. Ambas escuelas secundarias compartirán el puesto. En el curso 2025-26, el rol de los tutores se ha ajustado y ahora, además de capacitar a los docentes para mejorar la instrucción, también dedicarán hasta el 40 % de su tiempo a realizar intervenciones de lectura.</p> <p>Los entrenadores serán capacitados en estrategias basadas en investigaciones.</p> <p>El Distrito también seguirá contando con un instructor de Desarrollo del Idioma Inglés (1.0 FTE) para apoyar específicamente a los docentes en la mejora de la instrucción para estudiantes de inglés como segundo idioma y estudiantes recién llegados. Este instructor también capacitará a los instructores pedagógicos y ofrecerá desarrollo profesional sobre el Protocolo de Observación de Instrucción Adaptada (SIOP), el modelo educativo del Distrito basado en la investigación y diseñado para satisfacer las necesidades de los estudiantes de inglés como segundo idioma, los estudiantes reclasificados con dominio fluido del inglés y los estudiantes de inglés como segundo idioma a largo plazo.</p> <p>Las investigaciones indican que el coaching es un componente esencial de un programa de desarrollo profesional eficaz. El coaching fortalece la voluntad, las habilidades, el conocimiento y la capacidad de todos los docentes.</p> <p>Los capacitadores instructivos son una acción que apoyará específicamente a las siguientes escuelas y grupos de estudiantes que tuvieron indicadores rojos en el 2023 California Dashboard apoya a los docentes para brindar prácticas instructivas efectivas y basadas en datos:</p> <p>Distrito</p> <p>Estudiantes sin hogar en ELA y matemáticas</p> <p>Escuelas</p> <p>Castro</p> <p>Artes del lenguaje inglés</p> <p>Grupos de estudiantes escolares</p> <p>Vargas</p> <p>Progreso de los estudiantes de inglés</p> <p>Crittenden</p> <p>Estudiantes de inglés en ELA y/o matemáticas</p> | \$3,108,241.00 | Sí |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|--|----------------|---------------|
| | | <p>Graham</p> <p>Estudiantes de inglés, hispanos, en desventaja socioeconómica y sin hogar en ELA y/o matemáticas</p> <p>Castro</p> <p>Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> | | |
| 1.2 | Entrenador de tecnología Este Distrito | continuará contratando a un entrenador de tecnología 1.0 para apoyar al personal con el uso de las plataformas tecnológicas del Distrito para la instrucción y las tareas diarias. | \$178,423.00 | No |
| 1.3 | Plataforma de datos - Ciudad Escolar | El Distrito seguirá utilizando SchoolCity para administrar evaluaciones en el aula y supervisar el rendimiento estudiantil durante todo el ciclo escolar. SchoolCity permite a los docentes ver el rendimiento de sus estudiantes y usar esa información para personalizar la instrucción y brindar apoyo adicional. | \$38,100.00 | No |
| 1.4 | Evaluación iReady: Se seguirá utilizando | <p>iReady como la evaluación diagnóstica del Distrito para los grados K-8 tres veces al año: agosto, diciembre y mayo. Estas evaluaciones ayudan a los docentes a identificar lo que los estudiantes saben y pueden hacer en diferentes áreas para apoyar su aprendizaje. Los resultados se desglosan después de cada administración, se comparten con la comunidad y se envían informes individuales a los padres/tutores.</p> <p>La desagregación de los resultados ayuda a los maestros y al personal a ajustar la instrucción para apoyar mejor las necesidades de los estudiantes, específicamente los estudiantes que necesitan repaso o enriquecimiento y los estudiantes con discapacidades.</p> | \$0.00 | No |
| 1.5 | Respuesta a la instrucción | Con el fin de mejorar los resultados académicos específicamente para los hispanos, socio-Personas económicamente desfavorecidas, personas sin hogar, estudiantes con discapacidades y Estudiantes de inglés como segundo idioma y estudiantes de inglés como segundo idioma a largo plazo | \$2,430,228.00 | Sí |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--------|---|----------------|---------------|
| | | <p>El Distrito continuará implementando y perfeccionando su proceso de Respuesta a la Instrucción (RTI). En primaria, cada escuela cuenta con docentes STEAM dedicados que imparten instrucción a los estudiantes y permiten que los docentes trabajen con grupos pequeños para satisfacer sus necesidades de intervención o enriquecimiento. En secundaria, los estudiantes que necesitan intervención reciben un periodo de RTI en su horario. La RTI beneficia a los estudiantes porque su instrucción basada en datos y el monitoreo regular del progreso ayudan a adaptar la instrucción a sus necesidades.</p> <p>Los horarios diarios seguirán adaptándose en las Escuelas Primarias Castro y Mistral para permitir bloques de instrucción más largos e ininterrumpidos que atiendan las necesidades de los estudiantes, así como para que los maestros reciban apoyo adicional durante los bloques de matemáticas. El Distrito revisará los bloques de enriquecimiento/ extensión que se implementan durante el programa de Respuesta a la Instrucción para brindar un mejor apoyo a los estudiantes de alto rendimiento.</p> <p>El proceso RTI es una acción que apoyará específicamente a las siguientes escuelas y grupos de estudiantes que tuvieron indicadores rojos en el Informe de California de 2023. Panel: Distrito Estudiantes sin hogar en ELA y matemáticas</p> <p>Escuelas Castro Artes del lenguaje inglés Vargas Progreso de los estudiantes de inglés</p> <p>Grupos de estudiantes escolares Crittenden Estudiantes de inglés en ELA y/o matemáticas Graham Estudiantes de inglés, hispanos, en desventaja socioeconómica y sin hogar en ELA y/o matemáticas Castro Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> | | |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|---|----------------|---------------|
| 1.6 | Programación de verano | El Distrito ofrecerá diversos programas de verano a través del Programa de Oportunidades de Aprendizaje Ampliadas. En el verano de 2025, el Distrito Escolar de Monterey-Washington (MVWSD) brindará a los estudiantes acceso a los siguientes programas: Campamento de verano MVWSD+, operado por YMCA y Right at School Elevate Math Instituto de Matemáticas de Verano Valdes Puente de la Península de Verano | \$257,000.00 | No |
| 1.7 | Financiamiento específico para el apoyo a los estudiantes | El Distrito asignará fondos a cada escuela para apoyar a estudiantes específicos: estudiantes de inglés, jóvenes en hogares de acogida y estudiantes con desventajas socioeconómicas. Las asignaciones se basan en el número de alumnos no duplicados de cada escuela y se utilizan para ofrecer programas complementarios que mejoren los resultados estudiantiles. | \$354,538.00 | Sí |
| 1.8 | Desarrollo del idioma inglés designado: estudiantes de inglés y estudiantes de inglés a largo plazo | <p>Mantener las expectativas actuales de Desarrollo del Idioma Inglés Designado: 150 minutos semanales de tiempo explícito de desarrollo del lenguaje para cada estudiante, claramente definidos en el horario de cada escuela. Seguir brindando apoyo a las escuelas a través del instructor de Desarrollo del Idioma Inglés y el personal para perfeccionar la instrucción en inglés designada. Se supervisarán los horarios y las prácticas de enseñanza para identificar las mejores prácticas que puedan replicarse en todo el Distrito.</p> <p>En 2025-26, todos los estudiantes continuarán reagrupados en todos los grados según los niveles de ELPAC para recibir los 150 minutos/semana de instrucción en la escuela primaria o serán ubicados en clases específicas de nivel en la escuela secundaria.</p> <p>Se hará especial hincapié en garantizar horarios consistentes y capacitar y apoyar a los docentes de Castro, Vargas y Crittenden al menos una vez al mes debido a los siguientes indicadores rojos en el Tablero de 2023: Castro - ELA y matemáticas Estudiantes de inglés Vargas - Progreso de los estudiantes de inglés Crittenden - Lengua y literatura inglesas y matemáticas para estudiantes de inglés</p> | \$25,000.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|--|----------------|---------------|
| | | <p>La instrucción de desarrollo del idioma inglés designado se centra en que los estudiantes de inglés desarrollen las habilidades lingüísticas necesarias para aprender el contenido enseñado en inglés y desarrollar la competencia académica.</p> | | |
| 1.9 | <p>Desarrollo del idioma inglés designado: estudiantes de inglés y estudiantes de inglés a largo plazo</p> | <p>Brindar a todos los docentes de K-5 acceso a un plan de estudios complementario para respaldar las lecciones de desarrollo del idioma inglés designado.</p> <p>Estas suscripciones brindan herramientas y materiales adicionales que los maestros necesitan para ayudar a los estudiantes a desarrollar sus habilidades de lenguaje oral, lectura y escritura y lograr competencia en el lenguaje académico, además del componente de Desarrollo del Idioma Inglés del Currículo de Artes del Lenguaje Inglés del Distrito y las estrategias utilizadas a través del Protocolo de Observación de Instrucción Protegida (SIOP).</p> | \$25,000.00 | No |
| 1.10 | <p>Desarrollo integrado del idioma inglés: estudiantes de inglés y estudiantes de inglés a largo plazo</p> | <p>El Distrito continuará capacitando a los instructores y maestros sobre las mejores prácticas para el Desarrollo Integrado del Idioma Inglés (ELD) en todas las asignaturas, como lo demuestra la aplicación de estrategias clave del Protocolo de Observación de Instrucción Protegida (SIOP) en cada aula. Esta expectativa será respaldada por el instructor de ELD mediante el desarrollo profesional del distrito y la escuela, así como mediante sesiones periódicas de retroalimentación y visitas guiadas sobre ELD integrado para maestros, impartidas por los administradores del distrito y la escuela.</p> <p>Se pondrá especial énfasis en garantizar la implementación y el entrenamiento consistente de los docentes en Castro, Vargas y Crittenden al menos una vez al mes debido a los siguientes indicadores rojos en el Tablero:</p> <p>Castro - ELA y matemáticas para estudiantes de inglés Vargas - Progreso de los estudiantes de inglés Crittenden - Lengua y literatura inglesas y matemáticas para estudiantes de inglés</p> | \$25,000.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|---|----------------|---------------|
| 1.11 | Estudiantes de inglés como segundo idioma (ELD), lo que se distribuirán entre las escuelas primarias para brindar instrucción específica a los estudiantes que apenas comienzan a aprender inglés. Estos maestros contarán con el apoyo directo del tutor de desarrollo del inglés. | <p>El Distrito continuará implementando el tercer año de su plan para recién llegados que incluye la contratación de tres maestros de primaria para estudiantes recién llegados que se distribuirán entre las escuelas primarias para brindar instrucción específica a los estudiantes que apenas comienzan a aprender inglés. Estos maestros contarán con el apoyo directo del tutor de desarrollo del inglés.</p> <p>Un maestro de primaria recién llegado se dedicará a apoyar a los estudiantes de la Escuela Castro, donde el Progreso de los Estudiantes de Inglés (ELA) aumentó +1.1 (PP) según los resultados del Tablero de California de 2023. La Escuela Vargas también recibirá apoyo debido a un indicador rojo de Progreso de los Estudiantes de Inglés en el Tablero de California de 2023.</p> <p>Panel de control. Los otros dos maestros de primaria recién llegados serán asignados a las otras escuelas primarias con el mayor número de estudiantes recién llegados, según los datos recopilados a principios del año escolar 2025-26 año escolar.</p> <p>Además, las escuelas intermedias ofrecerán secciones de clases de Lengua y Literatura de Transición especialmente adaptadas a las necesidades de los estudiantes de nuevo ingreso. La financiación para esto forma parte de las asignaciones regulares para el personal de las escuelas intermedias y no se refleja en los gastos de esta medida.</p> <p>Esta acción también apoyará específicamente a los estudiantes de inglés recién llegados a Crittenden a desarrollar habilidades en inglés para ayudarlos a comenzar a acceder a la instrucción de contenido.</p> | \$537,027.00 | No |
| 1.12 | Apoyos para estudiantes con discapacidades - Asistencia diferenciada | <p>Plan de estudios:</p> <p>El Distrito continuará ofreciendo un currículo intensivo de lectura basado en la investigación a todas las escuelas para apoyar mejor el desarrollo de las habilidades lectoras fundamentales de los estudiantes con discapacidad. Esto se suma al apoyo brindado por el equipo de Intervención Lectora (Acción 1.14). El currículo se impartirá tres días a la semana. Los docentes utilizarán los sistemas de seguimiento del progreso identificados dentro del currículo para realizar ajustes en la instrucción. Los docentes recibirán capacitación sobre el uso del currículo en el verano de 2025, según sea necesario.</p> | \$4,000.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|--|----------------|---------------|
| | | <p>Co-enseñanza El Distrito continuará implementando clases co-enseñadas en artes del lenguaje inglés y matemáticas en ambas escuelas intermedias.</p> <p>Centros de aprendizaje En el ciclo escolar 2025-26, el Distrito pondrá a prueba los modelos de Centros de Aprendizaje en varias escuelas y determinará si son más eficaces que la enseñanza conjunta. Los Centros de Aprendizaje permiten a los estudiantes recibir instrucción junto con sus compañeros de educación general en lugar de hacerlo en aulas independientes.</p> <p>Programa de Recursos Sociales El Distrito también agregará Programas de Recursos Sociales en dos escuelas para apoyar mejor a los estudiantes de educación general con autismo.</p> <p>Entrenador de educación especial El Distrito agregará un Entrenador de Educación Especial de 1.0 FTE cuya función principal será apoyar a los nuevos maestros en Educación Especial, trabajar con los maestros en prácticas de instrucción y el desarrollo e implementación de Programas de Educación Individualizados (IEPS).</p> <p>Clínica de Dislexia: En el verano de 2025, el Distrito ofrecerá intervención de lectura en grupos pequeños a aproximadamente 40 estudiantes. Los estudiantes recibirán intervención basada en investigaciones en grupos de tres y cinco horas semanales impartidas por profesores capacitados.</p> | | |
| 1.13 | Sistema de soporte de múltiples niveles | <p>El Distrito continuará expandiendo el Sistema de Apoyo Multinivel (MTSS). Un MTSS integral permitirá al Distrito mejorar los resultados académicos, socioemocionales y conductuales de todos los estudiantes, especialmente de los hispanos, los estudiantes con desventaja socioeconómica, los estudiantes sin hogar, los estudiantes con discapacidades, los estudiantes de inglés como segundo idioma y los estudiantes de inglés como segundo idioma a largo plazo. En el ciclo escolar 2025-26, el Distrito:</p> <ol style="list-style-type: none"> 1. Relanzamiento del sitio web MTSS de MVWSD que incluirá protocolos para la recopilación de datos e información, reuniones del Equipo de Coordinación de Servicios (COST) y reuniones del Equipo de Éxito Estudiantil para mejorar el acceso y uso de los datos para apoyar al niño en su totalidad. | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| | | <p>2. Explorar la viabilidad de seguir utilizando un sitio web generado por el Distrito o comprar una nueva plataforma de gestión de datos y MTSS.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> <p>Distrito Estudiantes sin hogar en ELA y matemáticas</p> <p>Escuelas Castro Artes del lenguaje inglés Vargas Progreso de los estudiantes de inglés</p> <p>Grupos de estudiantes escolares Crittenden</p> <p>Estudiantes de inglés en ELA y matemáticas Graham</p> <p>Estudiantes de inglés, hispanos, en desventaja socioeconómica y sin hogar en ELA y/o matemáticas Castro</p> <p>Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> | | |
| 1.14 | Subvención en bloque de emergencia para la recuperación del aprendizaje del equipo de alfabetización temprana (LREBG) Acción | <p>Para el año escolar 2025-26, el Distrito continúa apoyando a los estudiantes de primera infancia a través del equipo de alfabetización temprana. El equipo está compuesto por seis maestros de intervención en lectura, supervisados por la Directora de Currículo, Instrucción y Evaluación como parte de sus funciones habituales. El equipo seguirá brindando apoyo directo a los estudiantes de Castro, Mistral, Monta Loma, Theuerkauf y Vargas. Los maestros impartirán instrucción de lectura en grupos pequeños a lo largo del año escolar. Se supervisará de cerca el progreso de los estudiantes y se asignará personal para atender las necesidades según surjan.</p> | \$679,448.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|-----------------|--|----------------|---------------|
| | | <p>La evaluación de necesidades del Distrito ha identificado la alfabetización temprana como una necesidad, especialmente en algunas escuelas del Distrito. Al final del año escolar 2022-23, el 67% de los estudiantes de segundo grado leían a nivel de grado (26% en Castro, 51% en Monta Loma, 56% en Mistral, 58% en Theuerkauf) y el 14% de los estudiantes de segundo grado leían a nivel de kínder (44% en Castro, 23% en Monta Loma, 18% en Mistral). Esta necesidad también se sustenta en los resultados del Tablero de 2024, donde los grupos de estudiantes (hispanos/latinos, estudiantes de inglés y estudiantes con desventajas socioeconómicas) en estas escuelas tienen calificaciones bajas o muy bajas en Lengua y Literatura Inglesas. Sin habilidades fundamentales sólidas, los estudiantes no pueden o tienen dificultades para pasar de aprender a leer a leer para aprender de segundo a tercer grado.</p> <p>Métricas 1.18 y 1.19</p> <p>El Distrito planea gastar \$615,550 en el año escolar 2025-26 (Meta 1.14: \$279,448 y Meta 6.1: \$336,102). El Distrito mantendrá un Equipo de Alfabetización Temprana en los años escolares 2026-27 (\$1,215,374) y 2027-28 (\$906,177) y utilizará los fondos restantes de LREBG para este propósito. Los fondos se gastarán en su totalidad en el año escolar 2027-28.</p> <p>Además, se brindará capacitación a todos los entrenadores en estrategias de alfabetización temprana basadas en investigaciones y se les dedicará hasta el 40 % de su día a realizar intervenciones de lectura en grupos pequeños, ampliando de manera efectiva el apoyo a la alfabetización temprana a todos los sitios (ver Objetivo 1, Acción 1).</p> <p>Los estudiantes sin hogar en estos sitios recibirán prioridad para recibir instrucción adicional y su progreso será monitoreado de cerca por el personal, incluidos los enlaces McKinney-Vento del Distrito que trabajan directamente con nuestras familias que se identifican como sin hogar.</p> | | |
| 1.15 | Acceso al curso | <p>Horario de ocho períodos de la escuela secundaria</p> <p>El Distrito quiere que todos los estudiantes estén inscritos en un curso amplio de estudio.</p> <p>Además, el Distrito quiere asegurarse de que los estudiantes subrepresentados tengan acceso y estén inscritos en programas y servicios desarrollados y brindados para estudiantes de bajos ingresos, estudiantes de inglés, jóvenes de crianza temporal y estudiantes con discapacidades.</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|--|----------------|---------------|
| | | <p>El Distrito continuará implementando un horario de 8 periodos en ambas escuelas secundarias, lo que permite a todos los estudiantes acceder a las materias básicas, al menos una optativa y a la Respuesta a la Instrucción según sea necesario. Este horario también garantiza que los estudiantes de inglés, los estudiantes de inglés a largo plazo y los recién llegados tengan acceso a la instrucción de Desarrollo del Idioma Inglés según corresponda, y que los estudiantes con discapacidades tengan acceso a clases co-enseñadas o apoyo educativo según sea necesario.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal y de la dotación de personal, sin gastos.</p> | | |
| 1.16 | Evaluaciones provisionales ELPAC: estudiantes de inglés como segundo idioma y estudiantes de inglés como segundo idioma a largo plazo | <p>En el ciclo escolar 2025-26, los maestros y el personal de las escuelas administrarán la evaluación provisional ELPAC. Las escuelas realizarán la evaluación una vez en otoño y otra en invierno, analizarán los resultados y realizarán ajustes pedagógicos para la instrucción de Desarrollo del Idioma Inglés.</p> <p>Se hará especial hincapié en apoyar a los docentes de Vargas y Crittenden con la evaluación, el análisis y los cambios instructivos debido a los indicadores rojos en el Tablero de 2023:</p> <p>Castro - ELA y matemáticas para estudiantes de inglés Vargas - Progreso de los estudiantes de inglés Crittenden - Lengua y literatura inglesas y matemáticas para estudiantes de inglés</p> | \$5,000.00 | No |
| 1.17 | Programación matemática y adopción curricular | <p>El Distrito convocará un Compromiso de Adopción de Matemáticas en otoño de 2025 para iniciar el proceso de revisión, puesta a prueba y recomendación de nuevos materiales de matemáticas para los grados K-8. El comité también revisará la programación general de matemáticas, las trayectorias de la escuela secundaria, los criterios de colocación y las evaluaciones. Este proceso continuará en el ciclo escolar 2026-27.</p> | \$4,920.00 | No |
| 1.18 | Abordar los resultados académicos | <p>En 2025-26, los estudiantes sin hogar seguirán teniendo prioridad para asistir a programas extraescolares. El Distrito implementará el monitoreo del progreso.</p> | \$10,000.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| | <p>para personas sin hogar</p> <p>Estudiantes en ELA/Matemáticas - Diferenciado Asistencia</p> | <p>Sistema desarrollado en 2024-25 para todos los estudiantes sin hogar, que detalla las intervenciones específicas que se ofrecen en cada centro o por el Distrito, y permite cambios en los apoyos si no se logran avances. En 2025-26, el personal reconsiderará cómo aprovechar el tiempo en la escuela y después de la escuela para reforzar el rendimiento académico de los estudiantes sin hogar y desarrollará opciones para 2026-27.</p> <p>El Equipo de Asistencia Diferenciada continuará trabajando para desarrollar intervenciones adicionales en 2024-25 como parte del trabajo continuo para abordar las necesidades de este grupo de estudiantes.</p> | | |
| 1.19 | <p>Apoyo a la transición de los estudiantes a la escuela secundaria</p> | <p>En 2025-26, el personal colaborará con socios del Distrito Escolar Secundario Mountain View Los Altos para explorar formas adicionales de apoyar a los estudiantes en la transición a la escuela secundaria.</p> <p>Los comentarios recopilados durante las reuniones de asesoramiento estudiantil indican que los estudiantes necesitan oportunidades adicionales para aprender sobre la escuela secundaria y las expectativas.</p> <p>El personal realizará este trabajo, por lo que no se requieren gastos.</p> | \$0.00 | |

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|--|------------------|
| 2 | Desarrollar e implementar programas y procesos para apoyar de manera equitativa y efectiva la salud y el comportamiento socioemocional de los estudiantes. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

Prioridad 5: Participación del alumnado (Compromiso)

Prioridad 6: Clima escolar (Compromiso)

Una explicación de por qué la LEA ha desarrollado este objetivo.

El metaanálisis de Collaborative for Academic and Socioemocional Learning de 2011 indica que la instrucción de aprendizaje socioemocional con fidelidad ha demostrado un aumento promedio de 11 puntos porcentuales en el rendimiento estudiantil, medido en evaluaciones estandarizadas. Los datos de la Coalición para la Intervención y el Apoyo a la Conducta Positiva, el Centro Nacional para la Salud Mental Escolar y el Centro Nacional para Escuelas Seguras y de Apoyo indican que los distritos escolares que implementan prácticas y procesos equitativos para la salud socioemocional y conductual han visto disminuir las acciones disciplinarias fuera de la escuela y del aula hasta en un 25% en el primer año de un proceso de implementación de 5 años. El aprendizaje socioemocional aumenta la autoconciencia, el rendimiento académico y los comportamientos positivos tanto dentro como fuera del aula. Las investigaciones muestran que la salud de los estudiantes está vinculada a su rendimiento académico. Al trabajar juntos, los diversos sectores pueden garantizar que cada joven en cada escuela en cada comunidad esté saludable, seguro, comprometido, apoyado y desafiado.

Además, la evidencia demuestra que la suspensión no es eficaz para cambiar el comportamiento de un estudiante y puede afectar su bienestar. Un creciente número de investigaciones demuestra que la suspensión aumenta la probabilidad de reprobación y abandonar la escuela, así como de entrar en contacto con el sistema de justicia penal.

Este objetivo está alineado con el Área 2 del Objetivo SP 2027 y las Prioridades Estatales 5 y 6.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|--|---------------------|---|---|
| 2.1 | Prioridad estatal 5 Asistencia escolar Tarifas | Primavera de 2024 Distrito – 95.0% Escuela Primaria Bubb – 95.6% Escuela Primaria Castro – 93.3% Crittenden Middle – 94,7% | Primavera de 2025 Distrito – 94,9% Escuela Primaria Bubb – 95.8% Escuela Primaria Castro – 93.2% Crittenden Middle – 94,6% | | Primavera de 2027 Aumentar al 97% la asistencia diaria promedio en general y para todas las escuelas | Primavera de 2025 Distrito -.1 Puntos Porcentuales (PP) Escuela primaria Bubb +.2 PP Escuela Primaria Castro -.1 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|--|---------------------|---|--|
| | | Graham Middle - 95,1% Escuela Primaria Imai - 96.0% Escuela primaria Landels - 94.5 Escuela Primaria Mistral - 94,7% Escuela Primaria Monta Loma - 94.8% Escuela primaria Stevenson - 96.3% Escuela Primaria Theuerkauf - 94,5% Escuela Primaria Vargas - 95.3% | Graham Middle - 93,9% Escuela Primaria Imai - 95,9% Escuela primaria Landels - 94,7% Escuela Primaria Mistral - 95,4% Escuela Primaria Monta Loma - 94.3% Escuela primaria Stevenson - 96.0% Escuela Primaria Theuerkauf - 95,2% Escuela Primaria Vargas - 95.8% | | | Crittenden Middle - 1 PP Graham Middle - 1.2 PP Escuela primaria Imai - .1PP Escuela primaria Landels +.2PP Escuela Primaria Mistral +.7PP Escuela Primaria Monta Loma -0.5PP Escuela primaria Stevenson -0.3 PP Escuela primaria Theuerkauf +.7PP Escuela Primaria Vargas +.5PP |
| 2.2 | Prioridad estatal 5 Ausentismo crónico Tarifas | Las tasas de ausentismo crónico del Tablero de California 2022-23 se publicaron en diciembre de 2023. En general - 15,6% Estudiantes de inglés - 23,1% Personas sin hogar - 32% Desfavorecidos socioeconómicamente - 25,6% Estudiantes con discapacidades - 28,6% Afroamericanos - 18,3% | Las tasas de ausentismo crónico del Tablero de California 2023-24 se publicaron en diciembre de 2024. En general - 11,6% Estudiantes de inglés - 17,4% Personas sin hogar - 24,8% Desfavorecidos socioeconómicamente - 20,8% Estudiantes con discapacidades - 19,9% | | California 2025-26 Panel Crónico Tasas de ausentismo publicadas en otoño de 2026 En general - 6,6% Estudiantes de inglés - 9,3% Personas sin hogar - 12,8% Desfavorecidos socioeconómicamente - 10,6% Estudiantes con discapacidades - 11,8% | California 2023-24 Panel En general -4 puntos porcentuales (PP) Estudiantes de inglés - 5.7 PP Sin hogar - 7.2 PP Socioeconómicamente desfavorecidos - 4.8 PP Estudiantes con discapacidades - 8.7 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|--|---------------------|---|---|
| | | Asiáticos - 6,4% Filipino - 13,5% Hispano/Latino - 24,7% Dos o más razas - 8,9% Blanco - 11,9% Isleño del Pacífico - Sin calificación de desempeño Escuela secundaria Graham Personas sin hogar - 34,7% Escuela primaria Landels Estudiantes de inglés - 25,5% Estudiantes con discapacidades - 33,3% | Afroamericanos - 19,6% Asiáticos - 4,1% Filipino - 7,1% Hispano/Latino - 19.3% Dos o más razas - 5% Blanco - 8,4% Isleño del Pacífico - Sin calificación de desempeño Escuela secundaria Graham Personas sin hogar - 27,8% Escuela primaria Landels Estudiantes de inglés - 17% Estudiantes con discapacidades - 33,3% | | Afroamericanos - 7,5% Asiáticos - 3,4% Filipino - 5,7% Hispano/Latino - 10.3% Dos o más razas - Blanco - 5,3% Isleño del Pacífico - Sin calificación de desempeño Escuela secundaria Graham Personas sin hogar - 14,3% Escuela primaria Landels Landels Estudiantes de inglés - Estudiantes con Discapacidades - 13.5% | Afroamericano +1.3 PP Asiático - 2.3 PP Filipino - 6,4 PP Hispano/Latino - 5.3 PP Dos o más carreras - 3.9PP Blanco - 3,5 PP Isleño del Pacífico - Sin calificación de desempeño Escuela secundaria Graham Sin hogar - 6,9 PP Elemental Estudiantes de inglés - 13% 8,5 PP Discapacidades Discapacidades 0 puntos |
| 2.3 | Prioridad estatal 5 Abandono de la escuela secundaria Tasa | 0% en 2023-24 | 0% en 2024-25 | | 2026-27 Mantener una tasa de deserción escolar en el 0% | 2024-25: 0 Puntos porcentuales (PÁGINAS) |
| 2.4 | Prioridad estatal 6 Tasas de suspensión | Tasas de suspensión del Tablero de California 2022-23 publicadas en diciembre de 2023. En general - 2,9% Estudiantes de inglés - 3,9% | Tasas de suspensión del Tablero de California 2023-24 publicadas en noviembre de 2024. En general - 3,2% | | California 2025-26 Tasas de suspensión del tablero publicadas en otoño de 2026 En general - 1,7% | Tasas de suspensión del Tablero de California 2023-24 publicadas en noviembre de 2024. |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|--|--|---------------------|---|--|
| | | Personas sin hogar - 7,2% Desfavorecidos socioeconómicamente - 5,4% Estudiantes con discapacidades - 5,9% Afroamericanos - 4,8% Asiático - 0,8% Filipino - 1,9% Hispano/Latino - 4.9% Dos o más razas - 1,5% Blanco - 1,9% Escuela secundaria Crittenden Escuela Hispano/Latino - 11.2% Desfavorecidos socioeconómicamente - 12,9% Escuela secundaria Graham Personas sin hogar - 15,3% Escuela primaria Landels Estudiantes con discapacidades - 7,5% Escuela primaria Mistral Estudiantes con discapacidades - 7,7% Escuela Primaria Vargas Estudiantes con discapacidades - 11,8% | Estudiantes de inglés - 5,2% Personas sin hogar - 7,7% Desfavorecidos socioeconómicamente - 5,9% Estudiantes con discapacidades - 6,5% Afroamericanos - 7,3% Asiáticos - 1,3% Filipino - 1,0% Hispano/Latino - 4.9% Dos o más razas - 1,7% Blanco - 1,7% Escuela secundaria Crittenden Hispano/Latino - 12% Desfavorecidos socioeconómicamente - 13,7% Escuela secundaria Graham Personas sin hogar - 10,7% Landels Elemental Estudiantes con Discapacidades - 5% Escuela primaria Mistral | | Estudiantes de inglés - 2,3% Personas sin hogar - 3,5% Desfavorecidos socioeconómicamente - 2,2% Estudiantes con discapacidades - 2,4% Afroamericanos - 1,9% Asiático - 0,5% Filipino - 0,9% Hispano/Latino - 1.9% Dos o más razas - 0,8 Blanco - 0,9% Escuela secundaria Crittenden Hispano/Latino - 4.48% Desfavorecidos socioeconómicamente - 5,16% Escuela secundaria Graham Personas sin hogar - 6,3% Escuela primaria Landels Estudiantes con discapacidades - 3.0% Escuela primaria Mistral | En general - +0,3 puntos porcentuales (PP) Estudiantes de inglés +1.3 PP Sin hogar - +0,5 PP Socioeconómicamente desfavorecidos +.5 PP Estudiantes con discapacidad +0,6 PP Afroamericano +2,5 PP Asiático +0,5 PP Filipino - 0,9 PP Hispano/Latino - 0 PP Dos o más razas +0,2 PP Blanco -0,2 PP Escuela secundaria Crittenden Hispano/Latino +0.8 PP Desfavorecidos socioeconómicamente +0,8 PP Escuela secundaria Graham Sin hogar - 4.6 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|---|---------------------|---|---|
| | | | Estudiantes con discapacidades - 5,7% | | Estudiantes con discapacidades Landels - 3,08% | Elemental Estudiantes de Deshabilitar -2.5 PP |
| | | | Escuela Primaria Vargas Estudiantes con discapacidades - 3,3% | | la escuela primaria Vargas Estudiantes con discapacidades - 4,8% | Escuela primaria Mistral Estudiantes con Discapacidades -2 PP |
| | | | | | | Escuela Primaria Vargas Estudiantes con discapacidad -8,5 PP |
| 2.5 | Prioridad estatal 6 Tasa de expulsión | 0% para 2023-24 | .02% para 2024-25 | | 2026-27 Mantener una tasa de expulsión del 0% | 2024-25; +0,02 puntos porcentuales (PP) |
| 2.6 | Prioridad estatal 6 El porcentaje de estudiantes que estuvieron de acuerdo o muy de acuerdo en que se sienten seguros en la escuela en la Encuesta LCAP/Clima | El 64% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 69% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 75% de los estudiantes estará de acuerdo o muy de acuerdo con la primavera de 2027 LCAP/Clima Encuesta | Primavera de 2025: +5 Puntos porcentuales (PÁGINAS) |
| 2.7 | Prioridad estatal 6 El porcentaje de personal que estuvo de acuerdo o muy de acuerdo en que se siente seguro en la escuela en la Encuesta LCAP/Clima | El 82% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 89% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 90% del personal estará de acuerdo o muy de acuerdo con la primavera de 2027 LCAP/Clima Encuesta | Primavera de 2025: +7 Puntos porcentuales (PÁGINAS) |
| 2.8 | Prioridad estatal 6 El porcentaje de padres que estuvieron de acuerdo o | El 85% estuvo de acuerdo o muy de acuerdo con la primavera. | El 91% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 | | Primavera de 2027 El 90% de los padres estarán de acuerdo o totalmente de acuerdo. | Primavera de 2025: +6 Puntos porcentuales (PÁGINAS) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---------------------|--|---|
| | Estoy totalmente de acuerdo en que su hijo está seguro en la escuela en el LCAP/Clima Encuesta | LCAP/Clima 2024 Encuesta | LCAP/Clima Encuesta | | Acordar la primavera de 2027 LCAP/Clima Encuesta | |
| 2.9 | Prioridad estatal 6 El porcentaje de estudiantes que estuvieron de acuerdo o muy de acuerdo en que a los adultos les importa su éxito en la Encuesta LCAP/Clima. | El 77% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 79% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 87% de los estudiantes estará de acuerdo o muy de acuerdo con la primavera de 2027 LCAP/Clima Encuesta | Primavera de 2025: +2 Puntos porcentuales (PÁGINAS) |
| 2.10 | El porcentaje de personal que estuvo de acuerdo o muy de acuerdo con que se satisficían las necesidades socioemocionales de los estudiantes en la Encuesta LCAP/Clima. | El 73% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 76% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 84% del personal estará de acuerdo o muy de acuerdo con la primavera de 2027 LCAP/Clima Encuesta | Primavera de 2025: +3 Puntos porcentuales (PÁGINAS) |
| 2.11 | El porcentaje de padres que estuvieron de acuerdo o muy de acuerdo en que las necesidades socioemocionales de los estudiantes estaban satisfechas en el Encuesta LCAP/Clima. | El 80% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 81% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 96% de los padres estarán de acuerdo o muy de acuerdo con la primavera de 2027 LCAP/Clima Encuesta | Primavera de 2025: +1 Puntos porcentuales (PÁGINAS) |
| 2.12 | Desproporcionalidad | 2023: El Distrito fue identificado como desproporcionado por sobreidentificar a estudiantes hispanos con suspensiones menores a 10 días. El Distrito | 2024: El Distrito continúa siendo desproporcionado al identificar en exceso a estudiantes hispanos para suspensiones de menos de 10 días. | | Nuevo resultado Primavera de 2027 El Distrito tendrá un umbral por debajo de 3.0 y saldrá de Desproporcionalidad | 2024: -0,2 puntos porcentuales (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|---|--|---------------------|---|--|
| | | tenía un umbral de 5,08 que está por encima del objetivo de 3,0 | El Distrito tenía un umbral de 4,88, que está por encima del objetivo de 3,00. | | Viejo resultado Primavera de 2027 El Distrito tendrá un umbral por debajo de 3.0 y saldrá de Desproporcionalidad Significativa | |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

El Distrito pudo implementar la mayoría de las acciones descritas en el Objetivo 2 durante el año escolar 2024-25.

Implementación exitosa

Se asignaron Supervisores de Estudiantes en Riesgo a todos los centros según lo previsto, con dos cambios (Acción 2.1). Debido a las necesidades de los estudiantes, se asignó a la Escuela Primaria Vargas un ETP de 1.0 en riesgo en lugar de 0.5. A Bubb se le asignó un ETP de 0.5.

El Distrito ha estado trabajando para abordar los desafíos del ausentismo crónico y la asistencia. Para ayudar a mejorar la asistencia, el personal del Distrito revisa mensualmente los datos de asistencia y ausentismo crónico con los directores de las escuelas en las reuniones del Equipo de Liderazgo y envía comunicaciones sobre la importancia de la asistencia regular en los boletines escolares y del Distrito. Se impartió capacitación sobre el SART a las secretarías escolares, así como a los directores de las escuelas, y los datos de comunicación e intervenciones del SART se monitorean y revisan con los directores de las escuelas del Departamento de Servicios Administrativos (Acción 2.2). El Distrito amplió el sistema de monitoreo de asistencia y comunicación con el personal desarrollado para estudiantes sin hogar en el ciclo escolar 2024-25 para incluir a estudiantes con discapacidades y ha contratado a un segundo enlace de McKinney-Vento para apoyar a los estudiantes y familias sin hogar (Acción 2.3).

El Distrito continúa trabajando para abordar las tasas de suspensión. Los datos de disciplina y suspensión se revisan mensualmente con los directores en las reuniones del Equipo de Liderazgo, así como en reuniones mensuales con los Facilitadores de Participación Comunitaria Escolar y los Supervisores en Riesgo para analizar las tendencias de comportamiento y discutir los pasos de acción para mejorar los resultados para los estudiantes con un enfoque en las tasas de suspensión para estudiantes sin hogar y estudiantes con discapacidades. La capacitación continua para los administradores del sitio y el personal de apoyo para ingresar con precisión las referencias de la oficina y los datos de disciplina en PowerSchool se ha llevado a cabo durante el transcurso del año escolar. En enero, los directores y maestros recibieron una capacitación inicial sobre cómo apoyar a los estudiantes para regular su comportamiento (Acción 2.4). El personal del Distrito ha proporcionado desarrollo profesional a los líderes del sitio y al personal sobre el uso del proceso COST (parte del MTSS del Distrito) para desarrollar planes para apoyar el comportamiento individual del estudiante. Se han realizado dos capacitaciones sobre alternativas a la suspensión y prácticas restaurativas (Acción 2.5).

Las nueve escuelas identificadas para Apoyo y Mejora Adicional Específicos completaron planes para abordar los resultados de los grupos estudiantiles y las áreas prioritarias identificadas (Acción 2.6). El personal del Distrito ha supervisado estos planes.

El Distrito convocó al Comité de Salud y Bienestar. El trabajo se centró en la revisión trienal de la Política de Salud y Bienestar del Distrito (Acción 2.7).

El Distrito Escolar de McKinsey (MVWSD) continuó beneficiándose de la colaboración con los Servicios Vinculados a las Escuelas (Acción 2.8). El financiamiento compensa el costo de los facilitadores de participación escolar y comunitaria en tres escuelas, permite programas y actividades de participación familiar y brinda acceso a servicios de consejería para cuatro escuelas: Castro, Mistral, Theuerkauf y Graham. Cincuenta estudiantes fueron derivados a servicios de consejería durante el año escolar.

Se convocó un comité para revisar, implementar y recomendar un currículo de aprendizaje socioemocional para su adopción. La recomendación se presentará a la Junta Directiva en mayo/junio de 2025. Se utilizó la herramienta de medición socioemocional "Sembrar para Crecer" en las escuelas primarias y secundarias (Acción 2.9). Se contrataron y asignaron consejeros a todas las escuelas. Graham contaba con dos consejeros debido al tamaño de la escuela, y Castro contaba con un consejero y uno adicional en su Centro de Bienestar, en colaboración con la Oficina de Educación del Condado de Santa Clara (Acción 2.10).

Desafíos de implementación

Los cambios de personal a mitad de año crearon algunos desafíos con la actualización de la Matriz de Intervención Conductual de los Distritos, que era parte de la Acción 2.4.

Implementación modificada

Con base en los datos y las necesidades de los estudiantes, el Distrito aumentó el número de Supervisores de Estudiantes en Riesgo en el otoño de 2024. En lugar de 0.5 ETP, a Vargas se le asignó 1.0 ETP. En lugar de no tener un ETP, a Bubb se le asignó 0.5.

El Distrito participó en la cohorte de ausentismo crónico del Centro de Promesa Digital para la Innovación Inclusiva durante un tercio del año escolar.

El personal optó por abandonar la cohorte porque el trabajo que el Distrito estaba realizando con la Oficina de Educación del Condado de Santa Clara a través de Asistencia Diferenciada era similar y más efectivo que el de la cohorte (Acción 2.3).

Si bien la Acción 2.4 contribuye a abordar el hallazgo de que MVWSD es desproporcionado al suspender a estudiantes hispanos con discapacidades durante menos de 10 días, el Distrito no se considera significativamente desproporcionado, por lo que no se requirió un Plan Integral Coordinado de Servicios de Intervención Temprana.

Acciones no implementadas

En noviembre de 2024, el Coordinador de MTSS del Distrito fue reasignado como Director Interino. Muchos de los puestos de Coordinador fueron cubiertos por el personal actual, pero no se completó la ampliación de la Matriz de Intervención Conductual del Distrito para incluir estrategias específicas para Estudiantes con Discapacidad y Estudiantes sin Hogar (Acción 2.4).

Acción 2.11 - Desproporcionalidad Significativa - En la primavera de 2024, se identificó que el Distrito Escolar de Michigan (MVWSD) presentaba suspensiones desproporcionadas de estudiantes hispanos con discapacidades superiores a 10 días, con un umbral de 5.08, pero no significativamente desproporcionadas. No se requirió un Plan Integral Coordinado de Servicios de Intervención Temprana. Esta acción se eliminará y se incorporarán medidas para abordar la desproporcionalidad en las siguientes acciones: Acciones 2.4 (Índices de Suspensión), 2.5 (Apoyo a la Conducta Estudiantil) y 2.10 (Orientadores).

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

Acción 2.1: Los costos de salarios y beneficios para los Supervisores en Riesgo fueron más altos que lo planeado.

Acción 2.9: El costo de la Plataforma Sembrar para Crecer fue menor al planificado.

Acción 2.11: Se encontró que el Distrito era desproporcionado, no significativamente desproporcionado, por lo que no se requirió un Plan de Intervención Temprana Coordinado Integral ni un presupuesto.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Los pasos de acción del Objetivo 2 se combinaron para respaldar el objetivo del Distrito de desarrollar e implementar programas y procesos para apoyar de manera equitativa y eficaz la salud y el comportamiento socioemocional de los estudiantes.

El Distrito continuó contando con Supervisores de Estudiantes en Riesgo en todas las escuelas del Distrito (Acción 2.1). Los datos de principios de año llevaron al Distrito a aumentar la asignación de ETP para permitir 0.5 ETP en la Escuela Primaria Bubb y 1.0 ETP en la Escuela Vargas en lugar de 0.5. El Equipo Diferenciado del Distrito ha estado revisando mensualmente los datos de disciplina con los directores en las reuniones del Equipo de Liderazgo, así como en las reuniones mensuales con los Facilitadores de Participación Comunitaria Escolar y los Supervisores de Estudiantes en Riesgo. Se han analizado las tendencias de comportamiento y se han compartido las medidas implementadas en las escuelas para mejorar los resultados de los estudiantes, con un enfoque en las tasas de suspensión de los estudiantes sin hogar y los estudiantes con discapacidad. A lo largo del año escolar, se ha impartido capacitación continua a los administradores y al personal de apoyo de las escuelas para que ingresen con precisión las derivaciones administrativas y los datos de disciplina en PowerSchool. En enero, los directores y maestros recibieron capacitación inicial sobre cómo ayudar a los estudiantes a regular su comportamiento. El personal del Distrito ha brindado capacitación profesional a los líderes y al personal de las escuelas sobre el uso del proceso COST (parte del MTSS del Distrito) para desarrollar planes de apoyo para el comportamiento individual de los estudiantes. Se han realizado dos capacitaciones sobre alternativas a la suspensión y prácticas restaurativas (Acciones 2.4 y 2.5).

El trabajo de los Supervisores de Estudiantes en Riesgo, junto con el del equipo de Asistencia Diferenciada (Acción 2.4) y el personal del Distrito para abordar el comportamiento estudiantil (Acción 2.5), ha resultado en una disminución en las tasas de suspensión, según los datos del Distrito. Esto hace que estas medidas sean inicialmente efectivas y necesarias para continuar. La tasa de suspensión del Distrito al final del ciclo escolar 2023-24 fue del 3.2% y al 30 de marzo de 2025 es del 2.0%. La tasa general de suspensión para estudiantes sin hogar fue del 5.2% al 30 de marzo de 2025, una disminución de 2.5 puntos porcentuales. Además, siete de las 11 escuelas del Distrito han disminuido las tasas de suspensión al 30 de abril de 2025: Castro (-4.96 puntos porcentuales) y Graham (-1.9 puntos porcentuales). Para 2025-26, el Distrito agregará un subdirector de 0,5 FTE en la escuela Castro y reducirá de 2,0 FTE en riesgo a 1,5 FTE.

Dos acciones en la meta 2 están dedicadas a mejorar la asistencia estudiantil y disminuir las tasas de ausentismo crónico. Similar al proceso para revisar las tasas de suspensiones, el Distrito revisa mensualmente los datos de asistencia y ausentismo crónico con los directores de las escuelas en las reuniones del Equipo de Liderazgo, y se realizó una capacitación del Equipo de Revisión de Asistencia Escolar con las secretarías escolares, así como con los directores de las escuelas. Los datos de comunicación e intervención del Equipo de Revisión de Asistencia Escolar se monitorean y revisan con los directores de las escuelas del Departamento de Servicios Administrativos (Acción 2.2). El Distrito amplió el sistema de monitoreo de asistencia y comunicación con el personal desarrollado para estudiantes sin hogar en 2024-25 para incluir a estudiantes con discapacidades y ha contratado a un segundo enlace de McKinney-Vento para apoyar a los estudiantes y familias sin hogar (Acción 2.3). Además, el personal del Distrito se ha estado conectando individualmente con todos los estudiantes con discapacidades que se consideran

Ausente crónico o en riesgo de volverse crónicamente ausente para aprender más sobre sus situaciones y cómo el Distrito puede apoyarlos. El Distrito terminó su participación en la cohorte de ausentismo crónico del Centro de Promesa Digital para la Innovación Inclusiva y, en su lugar, participará en el Colaborativo de Asistencia a través de la Oficina de Educación del Condado de Santa Clara. Los datos del Distrito al 30 de marzo de 2025 indican que las tasas generales de ausentismo crónico son similares a las de 2024-25. Es difícil predecir si el Distrito verá disminuciones en las tasas de ausentismo crónico para finales de 2024-25, ya que estas tasas cambian diariamente en función de la asistencia de los estudiantes. Las acciones implementadas han apoyado disminuciones en el ausentismo crónico en los últimos años: al final del año escolar 2021-22, el Distrito tenía una tasa de ausentismo crónico del 16.9% y al final del año escolar 2023-24 la tasa había disminuido al 11.6%.

El Distrito identificó nueve escuelas para Apoyo Adicional Específico (ATSI) y Mejora (Acción 2.6). El Distrito utilizó el mismo proceso que en el ciclo escolar 2023-24 para colaborar con los directores de las escuelas en el desarrollo de planes para mejorar el rendimiento estudiantil y supervisar su implementación durante el ciclo escolar. Seis escuelas fueron excluidas del ATSI según los resultados del Panel de Control 2023-24, que consideró este proceso eficaz. El Distrito mantiene tres escuelas en el ATSI y una escuela identificada para Apoyo e Intervención Específicos (TSI).

El Comité de Salud y Bienestar (Acción 2.7) se reunió cuatro veces este año para examinar la Política de Salud y Bienestar del Distrito como parte de la revisión trienal. El comité examinó las políticas modelo, revisó los datos del distrito y formuló sugerencias sobre el texto de la política para su consideración por parte de la Junta Directiva. El equipo también debatió y formuló recomendaciones sobre las metas anuales como parte de la política local de bienestar. El Distrito seguirá convocando a este comité para garantizar la implementación de la política.

El Distrito continuó colaborando con los Servicios Vinculados a la Escuela (SLS) durante el ciclo escolar 2024-25 (Acción 2.8). Esta colaboración proporcionó fondos para compensar el costo de tres Facilitadores de Participación Escolar y Comunitaria, así como para eventos de participación familiar en todas las escuelas. Los Facilitadores de Participación Escolar y Comunitaria son considerados enlaces esenciales entre las familias y las escuelas, ayudando a eliminar barreras para las familias y, por lo tanto, a mejorar los resultados estudiantiles (véase la Meta 3, Acción 1). Las escuelas están en vías de invertir sus fondos para la participación familiar y, hasta la fecha, se han realizado más de 80 eventos de participación familiar en todo el Distrito gracias a estos fondos. Además, el setenta y cinco por ciento de los padres que respondieron a la encuesta del LCAP/Climate del Distrito estuvieron de acuerdo o muy de acuerdo en que el MVWSD anima a las familias a colaborar con el personal y el profesorado en actividades de participación familiar. Cuatro escuelas recibieron acceso adicional a servicios de consejería. El Distrito prevé que los servicios de consejería suplementarios se reducirán y solo se ofrecerán a las escuelas Graham y Castro en el ciclo escolar 2025-26. El Distrito incorporará un especialista en salud mental para ayudar a compensar esta pérdida. MVWSD continuará con esta colaboración eficaz.

Dos acciones en la Meta dos se dirigieron a mejorar la salud socioemocional de los estudiantes. El distrito convocó 9 reuniones del Comité Curricular de Aprendizaje Socioemocional (SEL) y recomendará un nuevo currículo de SEL para su adopción en mayo/junio de 2025 (Acción 2.9). Este currículo se implementará en 2025-26. Además, la Encuesta SEL "Sembrando para Crecer" se utilizó en los niveles de primaria y secundaria. Las escuelas observaron que las competencias SEL se mantuvieron desde finales de 2023-24 hasta principios de 2024-25. La encuesta de final de año 24-25 aún no se ha administrado. Las reflexiones estudiantiles de "Sembrando para Crecer" se utilizaron en todas las escuelas primarias. El promedio de reflexiones estudiantiles en todo el distrito fue de 3.9 de 5. El 90% de los estudiantes participaron en las reflexiones estudiantiles en todo el distrito, mientras que el 74% de las respuestas fueron leídas por los maestros y el 48% de las reflexiones recibieron retroalimentación. Esto representa una mejora en la tasa de lectura y respuesta con respecto a 2023-24. Este año se está considerando reemplazar Sembrar para Crecer por una herramienta de datos diferente como parte de las recomendaciones del Comité de Adopción del Currículo.

Todas las escuelas del Distrito Escolar de Monterey-Washington (MVWSD) contaban con un consejero de tiempo completo. La Escuela Intermedia Graham contaba con dos consejeros de tiempo completo y Castro con dos consejeros (uno de ellos como parte de una colaboración para un Centro de Bienestar a través de la Oficina de Educación del Condado de Santa Clara). Cada escuela cuenta con un programa integral.

Se identificó un programa de orientación escolar para apoyar las necesidades de los estudiantes, basado en datos locales. En las escuelas primarias, los orientadores desempeñarán un papel fundamental en la implementación del nuevo currículo SEL (Acción 2.10). En total, 270 estudiantes han recibido orientación, ya sea en grupos pequeños o individual. Esto representa aproximadamente 48 estudiantes menos que en el ciclo escolar 2023-2024. Atribuimos esta disminución al apoyo constante que brindan los orientadores escolares en el campus, incluyendo actividades alternativas de recreo, espacios tranquilos para reuniones informales y apoyo para el aprendizaje en grupo. Los datos de la encuesta LCAP/Climate del Distrito indican que el 76 % del personal estuvo de acuerdo o muy de acuerdo en que los estudiantes recibieron el apoyo socioemocional que necesitan (+1 punto porcentual [PP]). El 81 % estuvo de acuerdo o muy de acuerdo en que los estudiantes tuvieron acceso a orientación y consejería no académica (+6 PP). Las Acciones 2.9 y 2.10 han sido eficaces para comenzar a abordar las necesidades socioemocionales de los estudiantes y continuarán en el ciclo escolar 2025-26.

En la primavera de 2024, se identificó que el Distrito Escolar de Michigan (MVWSD) tenía suspensiones desproporcionadas de estudiantes hispanos con discapacidades superiores a 10 días, con un umbral de 5.08, pero no significativamente desproporcionadas. No se requirió un Plan Integral Coordinado de Servicios de Intervención Temprana. Esta acción se eliminará y el trabajo para abordar la desproporcionalidad se incorporará en las siguientes acciones: Acciones 2.4 (Tasas de suspensión), 2.5 (Apoyo al comportamiento estudiantil) y 2.10 (Consejeros).

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

Métrica 2.12: El resultado de 2027 para la Métrica 2.12 se revisó para eliminar el término "significativo". El Distrito solo fue identificado como Desproporcionado por sobreidentificar a estudiantes hispanos con suspensiones menores a 10 días.

Acción 2.1: Supervisores en riesgo: para 2025-26, el Distrito agregará un subdirector de 0,5 FTE en la escuela Castro y reducirá de 2,0 FTE a 1,5 FTE los supervisores en riesgo.

Acción 2.4: Asistencia Diferenciada para el Absentismo Crónico: El Distrito no participará en esta cohorte de la Promesa Digital para el Absentismo Crónico, sino que participará en el Programa Colaborativo de Asistencia a través de la Oficina de Educación del Condado de Santa Clara. Esta acción se ha revisado para reflejar este cambio. Esta medida también se ha modificado para reflejar mejor el trabajo del Equipo de Asistencia Diferenciada en los ciclos 2024-25 y 2025-26.

Acción 2.5: Apoyo al comportamiento estudiantil: este paso de acción se revisó para centrarse en el trabajo realizado para apoyar el comportamiento estudiantil a través del Sistema de Apoyo de Múltiples Niveles del Distrito.

Acción 2.8: El Distrito anticipa que los servicios de asesoramiento complementario a través de los Servicios Vinculados a la Escuela se reducirán y solo se ofrecerán en Castro y Graham, por lo que se actualizó esta acción.

Acción 2.11 - Desproporcionalidad Significativa - En la primavera de 2024, se identificó que el Distrito Escolar de Michigan (MVWSD) presentaba suspensiones desproporcionadas de estudiantes hispanos con discapacidades superiores a 10 días, con un umbral de 5.08, pero no significativamente desproporcionadas. No se requirió un Plan Integral Coordinado de Servicios de Intervención Temprana. Esta acción se eliminará y se incorporarán medidas para abordar la desproporcionalidad en las siguientes acciones: Acciones 2.4 (Índices de Suspensión), 2.5 (Apoyo a la Conducta Estudiantil) y 2.10 (Orientadores).

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|------------------------------------|---|----------------|---------------|
| 2.1 | Supervisores en riesgo El Distrito | <p>seguirá teniendo Supervisores en riesgo en la mayoría de los Escuelas del Distrito. Con base en una revisión de datos de comportamiento y disciplina, se asignarán 8 alumnos en riesgo a escuelas con necesidades más urgentes de intervención conductual.</p> <p>Imai - 0.5 Stevenson - 0.5 Landels - 0.5 Burbuja - 0.5 Crittenden - 1.0 Graham - 2.0 Mistral - 1.0 Monta Loma - 1.0 Venta al por mayor - 1.0 Vargas - 1.0 Castro -2.0 (Ver Objetivo 6, Acción 2)</p> <p>Contar con supervisores en riesgo que puedan intervenir y apoyar a los estudiantes respaldará los esfuerzos del Distrito para reducir las tasas de suspensión tanto en general, para grupos específicos de estudiantes y en los sitios.</p> <p>Distrito Estudiantes con discapacidades Estudiantes sin hogar</p> <p>Escuelas Escuela primaria Castro</p> <p>Grupos escolares Crittenden: Hispanos y socioeconómicamente desfavorecidos Landels: Estudiantes con discapacidad Mistral: Estudiantes con discapacidad</p> | \$1,420,553.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|--|----------------|---------------|
| | | <p>Graham: Personas sin hogar y estudiantes con discapacidades</p> <p>Vargas: Estudiantes con discapacidad</p> <p>Castro: hispano, sin hogar, socioeconómicamente desfavorecido y Estudiantes con discapacidades</p> | | |
| 2.2 | Mejora de las tasas de asistencia | <p>Para mejorar la asistencia y disminuir el ausentismo escolar y el ausentismo crónico, el distrito continuará haciendo lo siguiente:</p> <ol style="list-style-type: none"> 1. Comunicar la importancia de la asistencia en los boletines y sitios web de la escuela y el distrito. 2. Revisar mensualmente los datos de asistencia desglosados con los administradores del sitio en las reuniones de liderazgo para analizar las tendencias y desarrollar los próximos pasos con un enfoque en los estudiantes con discapacidades y los estudiantes sin hogar. 3. Revisar e implementar los protocolos del Equipo de Revisión de Asistencia Escolar (SART) y la Junta de Revisión de Asistencia Escolar del Distrito (SARB) con un enfoque en intervenciones para estudiantes que están en riesgo en las áreas de ausentismo. <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | \$0.00 | No |
| 2.3 | Abordar el ausentismo crónico Asistencia diferenciada | <p>MVWSD ha sido identificado para Asistencia Diferenciada debido a los altos niveles de ausentismo crónico de los Estudiantes con Discapacidades y continúa</p> <p>También se centrará en los estudiantes que se identifican como personas sin hogar. El Distrito ha convocado un equipo de Asistencia Diferenciada que ha estado trabajando en colaboración con representantes de la Oficina de Educación del Condado de Santa Clara para desarrollar un plan que comience a abordar las necesidades de estos grupos de estudiantes. Específicamente, en el año escolar 2025-26, el Distrito:</p> <ol style="list-style-type: none"> 1. Continuar con el sistema de monitoreo de asistencia y comunicación con el personal desarrollado para estudiantes sin hogar y estudiantes con discapacidad, el cual se utilizará de forma consistente en todas las escuelas. Este proceso resultó en una disminución del 10.7% en el ausentismo crónico de estudiantes sin hogar entre 2021-22 y 2022-23, y una disminución adicional del 7.2% entre 2022-23 y 2023-24. Este proceso resultó en una disminución del 8.7% en el ausentismo crónico de estudiantes con discapacidad entre 2022-23 y 2023-24. <p>Las tasas finales de ausentismo crónico no están disponibles para 2024-25.</p> | \$133,416.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--------|--|----------------|---------------|
| | | <p>2. El Distrito participará en el Programa Colaborativo de Asistencia a través de la Oficina de Educación del Condado de Santa Clara. El equipo de Servicios Estudiantiles utilizará los sistemas y estrategias presentados en este proceso colaborativo para apoyar a las escuelas con intervenciones para los estudiantes, con el fin de reducir el ausentismo crónico y aumentar la participación escolar. Estos sistemas y estrategias se compartirán en las reuniones del Equipo de Liderazgo, las capacitaciones de la Secretaría, las reuniones con los Facilitadores de Participación Comunitaria Escolar y el Departamento de Educación Especial.</p> <p>3. Seguir proporcionando dos enlaces McKinney-Vento que:</p> <ol style="list-style-type: none"> 1. Establecer contacto y/o realizar visitas domiciliarias a las familias después de 3 ausencias 2. Brindar capacitación relacionada con la asistencia a las familias de McKV durante las visitas domiciliarias o durante las llamadas. 3. Brindar capacitación al personal sobre la designación de personas sin hogar (McKV) al comienzo del año escolar en cada escuela. 4. Identificar a los docentes sobre sus estudiantes de McKV y brindarles consejos generales y apoyo de manera continua. 5. Visitar las escuelas de forma continua para monitorear las necesidades de los estudiantes de McKV. <p>El equipo de Salud y Bienestar del Distrito y los Enlaces de McKinney-Vento brindarán apoyo adicional a las escuelas con indicadores rojos de ausentismo crónico en el Tablero de Control, que no fueron identificadas para recibir Apoyo y Mejoras Adicionales Específicos, según corresponda. Se dedicará tiempo mensual para que los directores se reúnan con este personal durante las revisiones mensuales de los datos de asistencia durante las reuniones del equipo de liderazgo para crear planes de apoyo.</p> <p>Escuela secundaria Crittenden: estudiantes blancos</p> <p>Landels: estudiantes de inglés</p> <p>Graham: Personas sin hogar, ausentismo crónico y estudiantes con discapacidad</p> <p>Imai: Hispano</p> <p>Bubb: Estudiantes con discapacidades, hispanos y estudiantes con desventajas socioeconómicas</p> <p>Monta Loma: Blanco</p> | | |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| 2.4 | Abordar las tasas de suspensión: asistencia diferenciada | <p>MVWSD ha sido identificado para Asistencia Diferenciada debido a las altas tasas de suspensión de estudiantes con discapacidades y estudiantes sin hogar. El Distrito ha convocado un equipo de Asistencia Diferenciada que ha estado trabajando en colaboración con representantes de la Oficina de Educación del Condado de Santa Clara para desarrollar un plan que comience a atender las necesidades de estos grupos de estudiantes. Específicamente, en el año escolar 2025-26, el Distrito:</p> <ol style="list-style-type: none"> 1. Continuar revisando los datos de disciplina mensualmente con los directores en las reuniones del Equipo de Liderazgo, así como en las reuniones mensuales con los Facilitadores de Participación de la Comunidad Escolar y los Supervisores en Riesgo para analizar las tendencias de comportamiento y discutir los pasos de acción para mejorar los resultados para los estudiantes con un enfoque en las tasas de suspensión para estudiantes sin hogar y estudiantes con discapacidades. 2. Continuar brindando capacitación a los administradores del sitio y al personal de apoyo para que ingresen de manera precisa y consistente las referencias de la oficina y los datos de disciplina en PowerSchool. 3. Continuar capacitando a los administradores y supervisores de intervenciones en riesgo sobre intervenciones conductuales y alternativas a la suspensión. 5. Desarrollar un plan para adoptar un enfoque integral de Prácticas Restaurativas en todo el distrito. <p>El equipo de Salud y Bienestar del Distrito y los Enlaces de McKinney-Vento brindarán apoyo adicional a las escuelas con indicadores rojos de ausentismo crónico en el Tablero de Control, que no fueron identificadas para recibir Apoyo y Mejoras Adicionales Específicos, según corresponda. Se dedicará tiempo mensual para que los directores se reúnan con este personal durante las revisiones mensuales de los datos de asistencia durante las reuniones del equipo de liderazgo para crear planes de apoyo.</p> <p>Crittenden: Estudiantes hispanos y con desventajas socioeconómicas Graham: Estudiantes sin hogar</p> <p>Esta medida de acción también contribuirá a abordar el hallazgo de que MVWSD fue identificado como desproporcionado en las tasas de suspensión de estudiantes hispanos con discapacidades menores de 10 días.</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|-------------------------------------|--|----------------|---------------|
| | | Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos. | | |
| 2.5 | Apoyo al comportamiento estudiantil | <p>El Equipo de Comportamiento realizará visitas de escucha y aprendizaje durante el ciclo escolar 2024-25 para comprender las prácticas de apoyo conductual existentes en las escuelas. La información recopilada en estas visitas ayudará a orientar la transición hacia alternativas a la suspensión y medidas preventivas para el ciclo escolar 2025-26.</p> <p>En 2025-26, el Distrito:</p> <ol style="list-style-type: none"> 1. Continuar brindando desarrollo profesional a los líderes del sitio y al personal sobre la utilización del proceso del Equipo de Coordinación de Servicios (COST) (parte del Sistema de Apoyo de Múltiples Niveles del Distrito - MTSS) para desarrollar planes de apoyo al comportamiento individual de los estudiantes. 2. Alinear las estrategias de intervención conductual con los apoyos integrales para el niño mediante nuestro marco del Sistema de Apoyo de Múltiples Niveles (IMTSS), ayudando a los sitios a evitar un enfoque punitivo para la intervención conductual. <p>Esta acción también apoyará el trabajo del Distrito para reducir las tasas de suspensión de los grupos de estudiantes con altas tasas de suspensión:</p> <p>Distrito</p> <p>Personas sin hogar y estudiantes con discapacidades: asistencia diferenciada</p> <p>Hispano, socioeconómicamente desfavorecido</p> <p>Escuelas</p> <p>Castro - Tasas de suspensión</p> <p>Grupos de estudiantes escolares</p> <p>Tasas de suspensión</p> <p>Crittenden: Hispanos y socioeconómicamente desfavorecidos</p> <p>Landels: Estudiantes con discapacidad</p> <p>Mistral: Estudiantes con discapacidad</p> <p>Graham: Sin hogar</p> <p>Vargas: Estudiantes con discapacidad</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|---|----------------|---------------|
| | | <p>Esta medida de acción también contribuirá a abordar el hallazgo de que MVWSD fue identificado como desproporcionado en las tasas de suspensión de estudiantes hispanos con discapacidades menores de 10 días.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | | |
| 2.6 | <p>Apoyo adicional específico para intervenciones y apoyo adicionales específicos (ATSI) y una escuela para apoyo y mejora identificadas y las áreas de implementación para el año escolar 2025-26, además de las otras acciones que el Distrito está suspensión.</p> | <p>Se identificaron tres escuelas del MVWSD para intervenciones y apoyo específicos/Apoyo específico. Mejora. Todas estas escuelas están elaborando planes para abordar las áreas de apoyo identificadas y las áreas de implementación para el año escolar 2025-26, además de las otras acciones que el Distrito está tomando para abordar las necesidades de mejora del ausentismo crónico y las tasas de suspensión.</p> <p>El Director de Currículo, Instrucciones y Evaluación del Distrito está liderando estos esfuerzos utilizando una plantilla proporcionada por la Oficina de Educación del Condado de Santa Clara. Los planes deben completarse antes del 15 de junio y el personal del Distrito los finalizará antes del 27 de junio, garantizando así su implementación en el ciclo escolar 2025-26.</p> <p>Las siguientes escuelas están creando planes:</p> <p>Apoyo y mejora adicionales específicos (ATSI) Landels: Estudiantes con discapacidad Castro: Estudiantes sin hogar y estudiantes hispanos/latinos Stevenson: Estudiantes con discapacidades</p> <p>Apoyo y mejora específicos (TSI) Bubb: Estudiantes con discapacidades y en desventaja socioeconómica Estudiantes</p> <p>Los planes se supervisarán en ciclos que se alineen con los Ciclos de Datos Universales del Distrito (cada 9 semanas), tanto en reuniones del equipo de liderazgo como en reuniones individuales con los directores. Los planes se revisarán según sea necesario en función de los datos.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| 2.7 | Comité de Salud y Bienestar | <p>El Distrito continuará convocando un Comité de Salud y Bienestar para alinear los esfuerzos para apoyar el bienestar de los estudiantes a través de educación para la salud, educación física y actividad, servicios de salud, servicios de nutrición, servicios psicológicos y de asesoramiento, y un ambiente escolar seguro y saludable.</p> <p>En 2025-26 continuará su labor para implementar la Política de Bienestar.</p> | \$2,000.00 | No |
| 2.8 | Asociación con los servicios vinculados a la escuela | <p>El Distrito continuará asociándose con School Linked Services para ofrecer servicios para fortalecer a las personas, las familias y los sistemas al abordar las necesidades y los riesgos que enfrentan los niños, los jóvenes y las familias.</p> <p>La alianza proporciona fondos para cubrir los costos de tres facilitadores de participación escolar y comunitaria del Distrito y ofrece servicios de consejería complementarios a las familias de Castro y Graham. La alianza también financia actividades de participación de padres en todas las escuelas.</p> | \$193,522.00 | No |
| 2.9 | Salud socioemocional del estudiante - Plan de estudios | <p>En 2025-26, el Distrito prevé implementar un nuevo currículo de aprendizaje socioemocional y una herramienta de medición socioemocional que será recomendada para su adopción por la Junta Directiva en mayo de 2025.</p> | \$66,000.00 | No |
| 2.10 | Salud socioemocional del estudiante - Consejeros | <p>Modelo de Escuela Integral, Comunidad Integral y Niño Integral (WSCC)</p> <p>El modelo WSCC logra objetivos importantes: Se enfatiza la relación entre el logro educativo y la salud, al situar al niño en el centro de un sistema diseñado para apoyar ambos. Se ofrece una actualización del enfoque de Salud Escolar Coordinada (SEC) para armonizarlo mejor con el funcionamiento de las escuelas.</p> | \$1,859,366.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--------|--|----------------|---------------|
| | | <p>El Distrito continuará empleando consejeros escolares en todos los sitios escolares. Cada sitio tendrá un consejero, excepto Graham (2) y Castro (1 y 1 en el Centro de Bienestar - Ver Objetivo 6). Los consejeros desempeñarán un papel fundamental a la hora de abordar las diversas necesidades de los estudiantes en los sitios escolares.</p> <p>El Distrito incorporará un Especialista en Salud Mental para atender las necesidades intensivas de salud mental de los estudiantes, principalmente en las escuelas secundarias del distrito. El Distrito también busca ampliar los servicios de salud mental mediante servicios contratados y becarios, en espera de que se identifiquen las necesidades en el otoño de 2025.</p> <p>El modelo WSCC logra objetivos importantes: Se enfatiza la relación entre el logro educativo y la salud, al situar al niño en el centro de un sistema diseñado para apoyar ambos. Se ofrece una actualización del enfoque de Salud Escolar Coordinada (SEC) para armonizarlo mejor con el funcionamiento de las escuelas.</p> <p>Además, el Distrito prevé que el apoyo psicológico reducirá con el tiempo las tasas de ausentismo crónico y suspensiones, a medida que los estudiantes se integren mejor a la escuela. Actualmente, las siguientes escuelas y grupos estudiantiles tienen indicadores rojos de suspensión o ausentismo crónico en el panel de control:</p> <p>Distrito Ausentismo crónico Estudiantes con discapacidades</p> <p>Suspensión Personas sin hogar, hispanas, en situación socioeconómica desfavorecida y estudiantes con discapacidades</p> <p>Escuelas Castro - Tasas de suspensión</p> <p>Grupos de estudiantes escolares Ausentismo crónico Imai: Hispano y socioeconómicamente desfavorecido Bubb: Hispanos y Socioeconómicamente Desfavorecidos, y Estudiantes con Discapacidades</p> | | |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--------|---|----------------|---------------|
| | | <p>Crittenden: Blanco</p> <p>Landels: Estudiantes de inglés y estudiantes con discapacidades</p> <p>Graham: Sin hogar</p> <p>Monta Loma: Estudiantes con discapacidades y blancos</p> <p>Stevenson: Estudiantes con discapacidades y estudiantes hispanos</p> <p>Theuerkauf: Estudiantes con discapacidad</p> <p>Tasas de suspensión</p> <p>Crittenden: Hispanos y socioeconómicamente desfavorecidos</p> <p>Landels: Estudiantes con discapacidad</p> <p>Mistral: Estudiantes con discapacidad</p> <p>Graham: Sin hogar</p> <p>Vargas: Estudiantes con discapacidad</p> | | |

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|--|------------------|
| 3 | Cultivar y mantener una cultura inclusiva y acogedora que reconozca, abrace y empodere a todas las partes interesadas. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

Prioridad 3: Participación de los padres (compromiso)

Una explicación de por qué la LEA ha desarrollado este objetivo.

Las investigaciones han demostrado que una colaboración activa entre el personal y las familias mejora el rendimiento académico, social y emocional de los estudiantes. Como cualquier colaboración, la relación entre el personal y las familias se basa en la confianza. Garantizar que todos se sientan incluidos y bienvenidos genera la confianza necesaria para establecer y mantener un ciclo virtuoso de apoyo estudiantil. Las métricas desarrolladas para este objetivo nos ayudan a comprender las fortalezas y oportunidades del Distrito para mejorar nuestra cultura para nuestros grupos de interés.

Este objetivo está alineado con el Área de Objetivo 3 del Plan SP2027 del Distrito y la Prioridad Estatal 3.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---------------------|---|--|
| 3.1 | <p>Prioridad estatal 3 Participación de los padres y compromiso familiar</p> <p>El porcentaje de familias que estuvieron de acuerdo o muy de acuerdo en que El distrito está desarrollando la capacidad y apoyando a los miembros de la familia para que participen eficazmente en grupos asesores y de toma de decisiones</p> | <p>Primavera de 2024</p> <p>Porcentaje de familias que estuvieron de acuerdo o muy de acuerdo en general y por sitio</p> <p>Distrito 69% Burbuja - 63% Castro - 79% Crittenden - 61% Graham - 61% Imai - 61% Landels - 77%</p> | <p>Primavera de 2025</p> <p>Porcentaje de familias que de acuerdo o muy de acuerdo en general y por sitio</p> <p>Distrito 70% Burbuja - 68% Castro - 75% Crittenden - 62% Graham - 65% Imai - 78%</p> | | <p>Primavera de 2024</p> <p>Porcentaje de familias que de acuerdo o muy de acuerdo en general y por sitio</p> <p>Distrito - 80% Burbuja - 74% Castro - 85% Crittenden - 80% Graham - 80% Imai - 72%</p> | <p>Primavera de 2025</p> <p>Distrito +1 Punto porcentual (PÁGINAS) Burbuja +5 PP Castro -4 PP Crittenden +1 PP Graham +4 PP Imai +17 PP Landels -7 PP Mistral -10 PP</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|---|--|
| | realización de la Encuesta LCAP/Clima. | Mistral - 87% Monta Loma - 68% Stevenson - 57% Venta al por mayor - 79% Vargas - 73% | Landels - 70% Mistral - 77% Monta Loma - 80% Stevenson - 63% Venta al por mayor - 71% Vargas - 71% | | Landels - 87% Mistral - 90% Monta Loma - 77% Stevenson - 75% Venta al por mayor - 85% Vargas - 80% | Monta Loma +22 <small>PÁGINAS</small> Stevenson +6 PP Theuerkauf - 8 PP Vargas -2 PP |
| 3.2 | <p>Prioridad estatal 3 Participación de los padres y compromiso familiar</p> <p>El porcentaje de familias que estuvieron de acuerdo o muy de acuerdo en que el Distrito está brindando a todas las familias oportunidades de aportar ideas sobre políticas y programas, e implementando estrategias para llegar y buscar aportes de grupos subrepresentados (estudiantes de inglés, jóvenes de crianza, estudiantes socioeconómicamente desfavorecidos, hispanos/latinos y estudiantes con discapacidades) en la comunidad escolar en la Encuesta LCAP/Clima.</p> | <p>Primavera de 2024</p> <p>El 68% estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2024.</p> | <p>Primavera de 2025</p> <p>El 70% estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025.</p> | | <p>Primavera de 2027</p> <p>El 77% estará de acuerdo o muy de acuerdo con el Distrito LCAP/Clima Encuesta</p> | <p>Primavera de 2025</p> <p>+2 Porcentaje Puntos (PP)</p> |
| 3.3 | <p>Prioridad estatal 3 Participación de los padres Herramienta de reflexión</p> | <p>Junio de 2024</p> <p>El Distrito tenía todos los 3 y 4 en la lista de padres.</p> | <p>Junio de 2025</p> <p>El Distrito tenía todos los 3 y 4 en el Padre</p> | | <p>Junio de 2027</p> <p>Obtener puntajes de rúbrica de al menos 4 en todas las áreas de la</p> | <p>Junio de 2025</p> <p>El Distrito continuó teniendo todos los 3 y 4</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|---|---|
| | | Auto-implicación Rúbrica de la herramienta de reflexión | Auto-implicación Herramienta de reflexión Rúbrica | | Padre Auto-implicación Herramienta de reflexión Rúbrica | El distrito tenía todos los 3 y 4 en el Padre Auto-implicación Herramienta de reflexión Rúbrica De las 12 áreas: 8 4 (+1 a partir de 2024) 4 3 (-1 desde 2024) |
| 3.4 | Porcentaje de familias que informan que están de acuerdo o muy de acuerdo en que MVWSD crea un ambiente acogedor para las familias en la Encuesta LCAP/Clima. | Primavera de 2024 En general, el 87% estuvo de acuerdo o muy de acuerdo con la primavera de 2024. Encuesta LCAP/Climática | Primavera de 2025 En general, el 86% estuvo de acuerdo o muy de acuerdo con la primavera de 2025. LCAP/Clima Encuesta | | Primavera de 2027 El 91% estará de acuerdo o muy de acuerdo con el Distrito LCAP/Clima Encuesta | Primavera de 2025: -1 Punto porcentual <small>(PÁGINAS)</small> |
| 3.5 | El porcentaje de familias que están de acuerdo o muy de acuerdo en que comprenden los apoyos académicos y no académicos disponibles para sus estudiantes en la Encuesta LCAP/Clima. | Primavera de 2024 Tasa inicial 73% (2022-23) Tasa corregida 75% (2022-23) (ajuste realizado debido a un error de reporte) Estuvieron de acuerdo o muy de acuerdo en que comprenden los apoyos académicos disponibles para sus estudiantes. El 65% estuvo de acuerdo o muy de acuerdo en que | Primavera de 2025 El 75% estuvo de acuerdo o muy de acuerdo en que comprende los apoyos académicos disponibles para sus estudiantes. El 66% estuvo de acuerdo o muy de acuerdo en que comprende los apoyos no académicos disponibles para sus estudiantes. | | Primavera de 2027 El 81% estará de acuerdo o muy de acuerdo académico. Apoya que tienen 0 Puntos Porcentuales (PP) comprender los apoyos académicos disponibles para sus estudiantes. El 76% estará de acuerdo o muy de acuerdo en que comprende los apoyos no académicos disponibles para sus estudiantes. | Primavera de 2025 o totalmente No académico Soportes +1 Porcentaje Puntos (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|--|---|
| | | comprender los apoyos no académicos disponibles para sus estudiantes. sobre la Encuesta LCAP/ Clima de primavera de 2024 | en la primavera de 2025 LCAP/Clima Encuesta | | en la primavera de 2024 LCAP/Clima Encuesta | |
| 3.6 | El porcentaje de primavera de 2024 Se anima a las familias que están de acuerdo o que el 78 % estuvo de acuerdo o que están muy de acuerdo en que estuvieron de acuerdo con la encuesta LCAP/Clima de primavera de 2024 a participar en los eventos escolares. sobre el LCAP/Clima Encuesta. | | Primavera de 2025 En general, el 78% estuvo de acuerdo o muy de acuerdo con la primavera de 2025. LCAP/Clima Encuesta | | Primavera de 2027 El 84% estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de primavera de 2024. | Primavera de 2025 0 Porcentaje Puntos (PP) |
| 3.7 | Reducir el obstáculo más común para que los padres reciban la información que necesitan sobre el LCAP/Clima Encuesta. | Primavera de 2024 Tasa inicial 21% (2022-23) Tasa corregida 20% (2022-23) (ajuste realizado debido a un error en el informe) Estoy de acuerdo o muy de acuerdo en que lo que quiero saber está mezclado con información que no se aplica a mí en la primavera de 2024. Encuesta LCAP/Climática | Primavera de 2025 El 23% estuvo de acuerdo o muy de acuerdo en que lo que quiero saber está mezclado con información que no se aplica a mí en la primavera de 2024. LCAP/Clima Encuesta | | Primavera de 2027 Disminuir el porcentaje al 12% que está de acuerdo o muy de acuerdo. | Primavera de 2025 +3 Porcentaje Puntos (PP) |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

El Distrito pudo implementar algunas acciones como se describe en el Objetivo 3 durante el año escolar 2024-25.

Implementación exitosa

Se han contratado Facilitadores de Participación Escolar y Comunitaria (SCEF) y están activos en todas las escuelas (Acción 3.1). Los dos SCEF asignados como Enlaces McKinney-Vento tienen asignada una cartera de escuelas y apoyan activamente las necesidades de los estudiantes sin hogar en sus escuelas. Los enlaces también participan activamente en el seguimiento de la asistencia, realizan llamadas de recordatorio y conectan a las familias con información sobre los programas de verano y los programas extraescolares del próximo año. Los SCEF trabajaron con familias que se identificaron como sin hogar y con familias de estudiantes con discapacidades para eliminar los obstáculos y que los estudiantes puedan asistir a la escuela con regularidad.

Los comentarios recopilados en 2023-24 llevaron a que el Distrito realizara 7 eventos de Universidad de Padres en todo el Distrito. Además, cada sitio realizó eventos de universidad de padres en función de los intereses/necesidades de sus comunidades (Acción 3.6).

En otoño de 2024, el Distrito decidió continuar con el programa piloto MyPowerhub de Powerschool. Esta decisión se tomó porque Powerschool planea crear una aplicación para acceder a MyPowerhub en la primavera de 2025 y el Distrito desea recopilar más datos sobre esta aplicación (Acción 3.6).

Desafíos de implementación

La Directora de Equidad fue reasignada como directora interina en enero de 2025 (Acción 3.2). La Directora de Equidad pudo mantener la supervisión de algunas de sus iniciativas a lo largo del año, incluyendo #Better Together y la Lotería Ponderada (Acción 3.8). La Directora de Equidad no pudo convocar al Comité de Equidad en el otoño de 2024 debido a una disminución en el interés y la falta de capacidad en la primavera de 2025 (Acción 3.4). Los seminarios de equidad se llevaron a cabo según fuera necesario (Acción 3.3) y la Tarjeta de Puntuación de Equidad, aunque completa, no se presentó a la Junta ni al público en 2024-25 (Acción 3.7).

Implementación modificada

El trabajo de la Directora de Equidad se modificó tras su reasignación como directora interina en enero de 2025 (Acción 3.1). Se completó el trabajo sobre el Cuadro de Mando de Equidad, pero no se publicó ni se recabó retroalimentación (Acción 3.7). Los seminarios de equidad solo se realizaron cuando fue necesario (Acción 3.3).

No implementado

El Comité de Equidad no se reunió en el otoño de 2024 debido a una disminución en el interés y la falta de capacidad en la primavera de 2025 (Acción 3.4) ya que el Director de Equidad fue reasignado como director interino (Acción 3.1).

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

Acción 3.2: El Director de Equidad fue nombrado director interino en enero de 2025 y el puesto no fue cubierto. Los costos salariales y de beneficios para este puesto fueron inferiores a lo previsto.

Acción 3.3: El Director de Equidad fue nombrado director interino en enero de 2025 y el puesto no fue cubierto. No se realizaron seminarios de equidad ni se gastaron fondos.

Acción 3.4: El Director de Equidad fue nombrado director interino en enero de 2025 y el puesto no fue cubierto. El Comité de Equidad no se reunió debido a esto, así como a la falta de interés en otoño y a la falta de personal en primavera. No se gastaron fondos.

Acción 3.5: Se reservaron fondos para los eventos de la Universidad de Padres del Distrito. Todos los eventos fueron planificados y organizados por personal del Distrito, por lo que no se gastaron fondos.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Los Facilitadores de Participación Escolar y Comunitaria siguen desempeñando un papel fundamental en nuestras comunidades escolares y son eficaces como enlaces entre estudiantes, personal y padres para eliminar obstáculos y mejorar el aprendizaje y el rendimiento estudiantil (Acción 3.1). Los datos de la encuesta LCAP del Distrito de primavera de 2025 respaldan la continuidad de este personal. Setenta por ciento de las familias que estuvieron de acuerdo o muy de acuerdo en que el Distrito está desarrollando la capacidad y apoyando a los miembros de la familia para participar eficazmente en grupos asesores y en la toma de decisiones (+1 Punto Porcentual (PP) a partir de la primavera de 2024 y el 70% también estuvo de acuerdo o muy de acuerdo en que el Distrito está brindando a todas las familias oportunidades para brindar aportes sobre políticas y programas, e implementando estrategias para llegar y buscar aportes de grupos subrepresentados (estudiantes de inglés, jóvenes de crianza, estudiantes socioeconómicamente desfavorecidos, hispanos/latinos y estudiantes con discapacidades) en la comunidad escolar (+2 PP a partir de la primavera de 2024). Similar al año pasado, el 78% de las familias que están de acuerdo o muy de acuerdo en que se les anima a participar en eventos escolares en la Encuesta LCAP/Climate. Además, al 30 de marzo, las tasas de ausentismo crónico para estudiantes con discapacidades se redujeron en 7 puntos porcentuales desde finales de 2024 según los datos del Distrito.

La Directora de Equidad del Distrito fue reasignada como directora interina en enero de 2025 (Acción 3.2). Continuó implementando el programa de cultura y clima de MVWSD #BetterTogetherMVWSD, completó la Tarjeta de Puntuación de Equidad, aunque no se hizo pública (Acción 3.7), supervisó el acceso a escuelas de elección para estudiantes subrepresentados (Acción 3.8) y brindó desarrollo profesional al personal según fuera necesario (Acción 3.3). La Directora de Equidad no pudo convocar al Comité Asesor de Equidad en otoño debido a la disminución del interés y la falta de capacidad en la primavera de 2025 (Acción 3.4). Una revisión de las métricas designadas para la Acción 3.2 (Director de Equidad) está influenciada por una variedad de factores, incluyendo el trabajo realizado por el Equipo de Asistencia Diferenciada (Acciones 2.3 y 2.4.) y el personal del Distrito que trabaja para abordar el ausentismo crónico y las tasas de suspensión (Acciones 2.2 y 2.5), así como el trabajo de los sitios para abordar las necesidades de rendimiento del grupo de estudiantes identificadas para el Apoyo y la Asistencia Específicos Adicionales (Acción 2.6). La tasa de suspensión del Distrito al final de 2023-24 fue del 3.2% y al 30 de marzo de 2025 es del 2.0%. La tasa de suspensión general para estudiantes sin hogar (sin vivienda) fue del 5.2% al 30 de marzo de 2025 una disminución de 2.5 puntos porcentuales. Además, siete de las 11 escuelas del Distrito han disminuido las tasas de suspensión al 30 de abril de 2025 con Castro (-4.96 puntos porcentuales) y Graham (-1.9 puntos porcentuales). Es difícil predecir si el Distrito verá disminuciones en las tasas de ausentismo crónico para finales del ciclo escolar 2024-25, ya que estas tasas cambian diariamente según la asistencia de los estudiantes. Las acciones implementadas han contribuido a disminuciones en el ausentismo crónico en los últimos años: al final del ciclo escolar 2021-22, el Distrito tenía una tasa de ausentismo crónico del 16.9% y al final del ciclo escolar 2023-24, la tasa había disminuido al 11.6%. Además, al considerar los resultados académicos de los estudiantes, las Métricas para la Acción 3.2 también se ven influenciadas por los Asesores Instruccionales del Distrito (Acción 1.1), la Respuesta a la Instrucción (Acción 1.5), el Sistema de Apoyo de Múltiples Niveles (Acción 1.13), el Equipo de Lectoescritura (1.14) y el nuevo Currículo de Lengua y Literatura en Inglés del Distrito. Al comparar las puntuaciones del Diagnóstico 2 de 2023 con las del Diagnóstico 2 de 2024, el Distrito observó los siguientes aumentos: kínder +1 punto porcentual (PP), 1.er grado +9 PP, 2.º grado +4 PP y 3.er grado +2 PP. El desarrollo de sólidas habilidades básicas de lectoescritura en primaria debería conducir a una mejora general en la lectura en todos los grados con el tiempo. La competencia general en lectura aumentó un punto porcentual, y los estudiantes reclasificados (+2), los estudiantes de inglés (+4) y los estudiantes con discapacidad (+1) mostraron aumentos.

En general, el porcentaje de estudiantes que alcanzaron su Crecimiento Típico Anual (CTA) (crecimiento de un año) en i-Ready en Lectura y Matemáticas se mantuvo estable al comparar los resultados del Diagnóstico 2 de 2023 con los del Diagnóstico 2 de 2024 (Lectura: 39% - 0 aumento/Matemáticas: 27% - 1 pérdida de punto porcentual). El CTA mejoró en primer grado (+4 puntos porcentuales), segundo grado (+1 punto porcentual) y tercer grado (+1 punto porcentual). Los datos del Tablero de California, publicados en noviembre de 2024, muestran que el Distrito Escolar de Monterey-Washington (MVWSD) mantuvo su calificación general Verde en Lengua y Literatura Inglesas (ELA) y Matemáticas. El Distrito prevé que los resultados de las evaluaciones CAASPP de la primavera de 2025 también comiencen a mostrar avances en Lectura.

El Director de Equidad ha ocupado un puesto dedicado en el Distrito durante los últimos cuatro años y ha desempeñado un papel en una variedad de iniciativas en todo el Distrito. Con base en una revisión de datos y los cambios de personal realizados a mitad de año, el Distrito no cubrirá este puesto. En su lugar, los componentes críticos del puesto: #HashTag Better Together, el programa de cultura y clima del Distrito, el Comité de Equidad del Distrito (Acción 3.4), el Desarrollo Profesional en temas relacionados con la equidad (es decir, Seminarios de Equidad, Acción 3.3) y el trabajo para garantizar el acceso equitativo a las escuelas de elección continuarán siendo facilitados por un director del Distrito. El Director de Equidad (acción 3.2) será removido, al igual que los Seminarios de Equidad (Acción 3.3), el Comité de Equidad (Acción 3.4), el Cuadro de Mando de Equidad (Acción 3.7) y el Acceso Equitativo a las Escuelas de Elección (Acción 3.8) serán removidos y el nuevo trabajo de Equidad se delinearán en un nuevo paso de acción (Acción 3.2).

El Distrito continúa implementando un Programa de Universidad para Padres eficaz y exitoso (Acción 3.5). El 76 % de las familias indicó estar completamente o muy satisfechas con la Universidad para Padres, lo que representa un aumento de 7 puntos porcentuales (PP) con respecto a la encuesta de primavera de 2024. Además, este año, aproximadamente 650 familias han asistido a los eventos de la Universidad para Padres del Distrito y aproximadamente 1650 personas han asistido a los eventos de la Universidad para Padres en las escuelas. Este programa continuará en el ciclo escolar 2025-26.

El Distrito se compromete a mejorar la comunicación con todas las familias y a garantizar que reciban la información necesaria de forma accesible. La comunicación accesible es importante para las familias con estudiantes de inglés o con discapacidades. Con base en los datos revisados en el otoño de 2024, el Distrito continuará con el programa piloto MyPowerhub by Powerschool, ya que Powerschool planea crear una aplicación para acceder a My Powerhub en la primavera de 2025. Se revisarán los resultados del programa piloto, que durará hasta el otoño de 2026, y se tomará una decisión sobre la nueva plataforma al final del año escolar 2025-26. Esta acción continuará.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

Métrica 3.5: El porcentaje de referencia para la métrica 3.5 se informó incorrectamente. El porcentaje correcto es 75%.

Métrica 3.7: El porcentaje de referencia para la métrica 3.7 se informó incorrectamente. El porcentaje correcto es 20%.

Acciones 3.2, 3.3, 3.4, 3.7 y 3.8: El/La Director/a de Equidad ha sido un puesto con dedicación exclusiva en el Distrito durante los últimos cuatro años y ha participado en diversas iniciativas a nivel distrital. Con base en una revisión de datos y los cambios de personal realizados a mediados de año, el Distrito no cubrirá este puesto. En su lugar, los componentes críticos del puesto: #HashTag Mejor Juntos, el programa de cultura y clima distrital, el Comité de Equidad del Distrito (Acción 3.4), el desarrollo profesional en temas relacionados con la equidad (es decir, los Seminarios de Equidad, Acción 3.3) y el trabajo para garantizar el acceso equitativo a las escuelas de elección, continuarán siendo facilitados por un/a director/a del Distrito. Se eliminará el Director de Acción de Equidad (3.2), al igual que los Seminarios de Equidad (Acción 3.3), el Comité de Equidad (Acción 3.4), el Cuadro de Mando de Equidad (Acción 3.7) y el Acceso Equitativo a Escuelas de Elección (Acción 3.8) y el nuevo trabajo de Equidad se delinearán en un nuevo paso de acción (Acción 3.2).

Acción 3.6 - Comunicación con los padres: Esta acción se ha actualizado para reflejar la continuación del programa piloto de MyPowerhub por parte de Powerschool, ya que Powerschool planea crear una aplicación para acceder a MyPowerhub en la primavera de 2025. En el curso 2025-26, MVWSD continuará investigando dos plataformas: ParentSquare y My PowerHub, y determinará si es viable otro programa piloto escolar. En la primavera de 2026, MVWSD decidirá si continúa explorando un nuevo sistema de comunicación o si mantiene su proveedor actual, SchoolMessenger.

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|---|----------------|---------------|
| 3.1 | Escuela y Comunidad Compromiso Facilitadores (SCEF) | <p>Aumentar a 9.75 el número de Facilitadores de Participación Escolar y Comunitaria (SCEF). El equipo de SCEF también supervisará específicamente la asistencia de estudiantes con discapacidad y de estudiantes sin hogar.</p> <p>Los Facilitadores de Participación Escolar y Comunitaria actúan como enlace entre estudiantes, personal y padres para eliminar obstáculos y mejorar el aprendizaje y el rendimiento estudiantil. Sus responsabilidades incluyen, entre otras, servir de recurso para estudiantes y padres en relación con las agencias del distrito y la comunidad, recursos, educación para padres y otros eventos y actividades vinculados con resultados estudiantiles sólidos y positivos. Los Facilitadores de Participación Escolar y Comunitaria se asignan según el porcentaje de estudiantes de las escuelas que son estudiantes de inglés, estudiantes en situación de desventaja socioeconómica o jóvenes en hogares de acogida (conteo no duplicado).</p> | \$1,200,309.00 | Sí |
| 3.2 | Equidad | <p>El Distrito Escolar de MVWSD ha contado con un Director de Equidad dedicado durante los últimos cuatro años y ha desarrollado programas e iniciativas que se han integrado a la rutina del distrito. En el futuro, muchos de estos programas seguirán funcionando, pero no requerirán tanta supervisión ni apoyo directo. La continuidad de los programas no requiere la contratación de un Director de Equidad a tiempo completo. En su lugar, contarán con el apoyo de un director de escuela.</p> <p>En 2025-26, el trabajo de equidad incluirá:</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---|--|----------------|---------------|
| | | <p>1. Desarrollo e implementación del programa de cultura y clima del distrito #JuntosMejor. El tema anual será Un Mundo: Muchas Voces e incluirá una matriz digital de objetivos y actividades de aprendizaje, junto con material de apoyo para las escuelas.</p> <p>2. Formación y facilitación de reuniones trimestrales del Comité Asesor de Equidad del Distrito. Estas reuniones incluirán participantes de diversos grupos de interés, como miembros de la Junta Directiva, padres, líderes del distrito, docentes y personal clasificado. El comité asesor proporcionará retroalimentación al Superintendente o a su designado sobre temas de equidad e inclusión en el distrito.</p> <p>3. Consulta continua con el Superintendente o su designado sobre el Acceso Equitativo a los Programas de Elección en el distrito. Esta consulta se centrará en la implementación y revisión del sorteo de programas de elección y/o los apoyos proporcionados a las escuelas para garantizar el acceso equitativo a las familias.</p> <p>4. Desarrollo profesional sobre temas relacionados con una cultura y un clima escolar saludables, tanto para estudiantes como para el personal, previa solicitud. Esto puede incluir sesiones de capacitación sobre cómo abordar la equidad en las conversaciones sobre datos, el sesgo en el proceso disciplinario y la creación de entornos acogedores para grupos especiales.</p> | | |
| 3.3 | Participación de los padres - Universidad de padres | <p>En el ciclo escolar 2023-24, el Distrito continuó implementando un sistema mejorado de Universidades para Padres. Este sistema está diseñado para mejorar el conocimiento de las familias sobre el sistema escolar público, empoderarlas para que apoyen mejor el desarrollo de sus hijos e incrementar la participación y el compromiso de los padres de los grupos subrepresentados del Distrito, como estudiantes de inglés, jóvenes en hogares de acogida, personas con bajos recursos socioeconómicos, hispanos/latinos y estudiantes con discapacidades. Estos cambios resultaron en un aumento del 40% en la asistencia a las Universidades para Padres con respecto al ciclo escolar 2022-23.</p> <p>En 2025-26, el Distrito continuará ofreciendo eventos de Universidad para Padres patrocinados tanto por el Distrito como por el sitio.</p> | \$5,000.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|--|----------------|---------------|
| 3.4 | Comunicación con los padres | <p>En la primavera y el otoño de 2025, MVWSD continuará probando MyPowerhub de Powerschool, ya que Powerschool planea crear una aplicación para acceder a MyPowerhub en la primavera de 2025.</p> <p>En el año escolar 2025-26, MVWSD continuará investigando dos plataformas: ParentSquare y My PowerHub, y determinará si es viable otro programa piloto escolar. En la primavera de 2026, MVWSD decidirá si continúa explorando un nuevo sistema de comunicaciones o si mantiene su proveedor actual, SchoolMessenger.</p> <p>MVWSD se compromete a mejorar la comunicación con todas las familias y garantizar que obtengan la información necesaria de manera fácilmente accesible.</p> <p>La comunicación accesible es importante para las familias que puedan tener estudiantes que aprenden inglés o estudiantes con discapacidades.</p> | \$0.00 | No |
| 3.5 | Prácticas de comunicación que satisfagan las necesidades de todas las familias | <p>En 2025-26, el personal trabajará para identificar las mejores prácticas en la comunicación entre familias y escuelas, específicamente con familias que hablan español o que están desatendidas en la comunidad.</p> <p>Los socios comunitarios indicaron la necesidad de encontrar nuevas maneras de comunicarse con las familias de la Escuela Castro, la única escuela del Distrito con Título 1 y la de menor rendimiento. El MVWSD quiere asegurar una comunicación bidireccional con todos los socios comunitarios. Las tasas de participación de las familias que hablan español o que viven en desventaja socioeconómica son menores que las de las familias blancas o asiáticas sin desventaja económica.</p> <p>El personal realizará esta investigación, por lo que no se requerirán gastos.</p> | \$0.00 | |

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|--|------------------|
| 4 | Desarrollar e implementar políticas y prácticas para apoyar y retener empleados efectivos y comprometidos. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

Prioridad 1: Básica (Condiciones de aprendizaje)

Una explicación de por qué la LEA ha desarrollado este objetivo.

Las investigaciones indican que los empleados comprometidos y apoyados en el trabajo tienen mayor probabilidad de quedarse. Sienten un vínculo más fuerte con la misión y el propósito de su organización, lo que reduce la rotación, que puede ser costosa. Las acciones y métricas descritas en este objetivo están diseñadas para apoyar al Distrito en estas áreas.

Este objetivo está alineado con el Área de objetivos 4 del SP2027 y la Prioridad estatal 1.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|--|--|---------------------|--|---|
| 4.1 | Porcentaje de docentes altamente cualificados | 2023-24: El 84% de los docentes están altamente cualificados | 2024-25: El 87% de los docentes están altamente cualificados | | 2026-27 El 90% de los profesores estarán altamente cualificados | +3 Porcentaje Puntos (PP) |
| 4.2 | Prioridad estatal 1: Básica Número/porcentaje de asignaciones incorrectas de docentes de estudiantes de inglés | 2023-23: 0 | 2024-25: 1 | | 2026-27 Mantener 0 asignaciones incorrectas de profesores de inglés Estudiantes | asignaciones incorrectas: +1 |
| 4.3 | Prioridad estatal 1: Básica Número de otras asignaciones incorrectas de docentes | 2023-24: 0 | 2024-25: 0 | | 2026-27 Mantener 0 asignaciones incorrectas de docentes | 0 errores de asignación |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|---|---|---------------------|--|---|
| 4.4 | Prioridad estatal 1: Básica Número de puestos docentes vacantes | 2023-23: 0 | 2024-25: 0 | | 2026-27 Mantener 0 puestos docentes vacantes. | 0 puestos vacantes de profesorDon |
| 4.5 | Porcentaje de personal que está de acuerdo o muy de acuerdo en que mi escuela brinda apoyo adecuado a los docentes en la encuesta LCAP/Clima. | 2023-24: el 60 % estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de la primavera de 2024. | 2024-25: El 77 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | 2026-27 Aumentar al 80% de acuerdo o totalmente de acuerdo con el Anual del distrito LCAP/Clima Encuesta | 2024-25 +17 Porcentaje Puntos (PP) |
| 4.6 | Porcentaje de personal que está de acuerdo o muy de acuerdo en que existe confianza entre los líderes escolares y el personal en la encuesta LCAP/Clima. | 2023-24: El 69 % estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de la primavera de 2024. | 2024-25: El 82 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | 2026-27 Aumentar al 80% de acuerdo o totalmente de acuerdo con el Anual del distrito LCAP/Clima Encuesta | 2024-25 +13 Porcentaje Puntos (PP) |
| 4.7 | Porcentaje del personal que está de acuerdo o muy de acuerdo con que los docentes de mi escuela están comprometidos a mejorar continuamente las oportunidades de aprendizaje de los estudiantes en la encuesta LCAP/Clima. | 2023-24: El 93 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2024. | 2024-25: El 93 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | 2026-27 Mantener 95% de acuerdo o muy de acuerdo con el LCAP/ Clima anual del Distrito Encuesta | 2024-25 0 Porcentaje Puntos (PP) |
| 4.8 | Porcentaje de personal que está de acuerdo o muy de acuerdo en que tengo voz y voto en el proceso de toma de decisiones en la encuesta LCAP/Clima de mi escuela. | 2023-24: 53% estuvo de acuerdo o muy de acuerdo a nivel escolar. | 2024-25: el 65 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | 2026-27 Aumentar al 70% de acuerdo o totalmente de acuerdo con el Anual del distrito LCAP/Clima Encuesta | 2024=25 +12 Porcentaje Puntos (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|--|---------------------|--|--|
| 4.9 | Porcentaje de personal que está de acuerdo o muy de acuerdo en que conozco los criterios, el cronograma, el proceso y los procedimientos mediante los cuales se me evaluará en la encuesta LCAP/Clima. | 2023-24: El 88 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/ Clima de primavera de 2024. | 2024-25: El 87 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/ Clima de primavera de 2025. | | 2026-27 Aumentar al 95% de acuerdo o totalmente de acuerdo con el Anual del distrito LCAP/Clima Encuesta | 2024-25: - 1 Puntos porcentuales (PÁGINAS) |
| 4.10 | Porcentaje de personal que está de acuerdo o muy de acuerdo en que los administradores escuchan mis sugerencias y recomendaciones sobre el Encuesta LCAP/Clima. | 2023-24: El 67 % estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/ Clima de primavera de 2024. | 2024-25: El 79% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta. | | 2026-27 Aumentar al 75% el porcentaje de acuerdo o totalmente de acuerdo con la Encuesta anual sobre LCAP/clima del Distrito. | 2024=25 +12 Porcentaje Puntos (PP) |
| 4.11 | Tasas de retención del personal | 2023-24 Retención general del personal: 93% Personal certificado - 91% Personal clasificado - 94% Profesores - 90% | 2024-25 Personal en general Retención - 94% Personal certificado - 92% Personal clasificado - 96% Profesores - 91% | | 2026-27 Personal en general Retención - 95% Personal certificado - 95% Personal clasificado - 97% Profesores - 93% | 2024-25 Personal en general Retención - +1 Punto porcentual (PÁGINAS) Personal Certificado - 92% - +1 Punto porcentual (PÁGINAS) Personal clasificado - 96% - +2 Puntos porcentuales (PÁGINAS) Profesores - 91% - +1 Puntos porcentuales (PÁGINAS) |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

El Distrito pudo implementar todas las acciones descritas en el Objetivo 4 durante el año escolar 2024-25.

Implementación exitosa

El Distrito se asoció con el Proyecto de Nuevos Maestros de Santa Cruz Silicon Valley para ofrecer un programa de inducción. El Distrito apoyó a 37 docentes con 2.5 mentores del Distrito (ETP) (Acción 4.1).

Los resultados de la Encuesta de Desarrollo Profesional del Distrito se revisaron durante el verano y se compartieron con la dirección sindical y el personal del Distrito a cargo del Desarrollo Profesional (4.2). No se realizaron cambios sustanciales en las prácticas de desarrollo profesional según los resultados de la encuesta, aunque solo el 32 % de los docentes coincidió o estuvo muy de acuerdo con la encuesta LCAP/Climate del Distrito en que están muy o completamente satisfechos con el desarrollo profesional que ofrece el Distrito, y solo el 44 % se mostró muy o completamente satisfecho con el desarrollo profesional que ofrece su escuela. El Distrito implementó el plan de contratación revisado, que incluyó nuevos procedimientos de incorporación para el personal recién contratado. Se recabó retroalimentación para fundamentar los cambios en el proceso.

Desafíos de implementación

No hubo desafíos de implementación con las acciones en este objetivo.

Implementación modificada

No se modificaron acciones en este objetivo.

No implementado

Todas las acciones se implementaron en su totalidad.

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

4.3 Proceso de contratación: Los costos del proceso de incorporación del Distrito fueron menores a lo planificado.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Todas las acciones del Objetivo 4 contribuyeron eficazmente al objetivo del Distrito de desarrollar e implementar políticas y prácticas para apoyar y retener a empleados eficaces y comprometidos. El Distrito colaboró con el Proyecto de Nuevos Maestros para brindar inducción a 37 docentes y contó con 2,5 proveedores de apoyo (Acción 1). Los datos recopilados en la encuesta de mitad de año a los docentes que participaron en el programa fueron muy positivos. Treinta y cinco de los 37 docentes participantes coincidieron en que su mentor es eficaz al utilizar su Plan de Aprendizaje Individualizado para apoyar sus necesidades puntuales. Treinta y tres de los 37 docentes coincidieron en estar satisfechos con su experiencia de inducción. Además, se prevé que

Todos los docentes de segundo año obtendrán sus credenciales al finalizar el curso escolar 2024-25. Esta colaboración es una práctica eficaz para atraer y retener empleados.

Los resultados de la Encuesta Anual de Desarrollo Profesional del Distrito se revisaron con el liderazgo sindical y el personal del Distrito para asegurar la alineación en la impartición del desarrollo profesional. (Acción 4.2) Los resultados de la encuesta muestran la alineación entre las expectativas y necesidades del personal y el proceso del Distrito para brindar Desarrollo Profesional. El 76% de los docentes encuestados consideró que la Colaboración después de la capacitación fue altamente efectiva. Esto valida la práctica actual del Distrito de brindar a los docentes tiempo dirigido para la planificación y colaboración como parte de los días dedicados al desarrollo profesional. Los resultados de la encuesta LCAP/Climate del Distrito muestran una historia diferente. Solo el 32% de los docentes está de acuerdo o muy de acuerdo en la encuesta LCAP/Climate del Distrito en que están muy o completamente satisfechos con el desarrollo profesional que ofrece el Distrito, y solo el 44% está muy o completamente satisfecho con el desarrollo profesional que ofrece su escuela. El Distrito continuará encuestando al personal al final de cada año escolar para mejorar las oportunidades de desarrollo profesional. El Distrito utilizará los resultados de la encuesta para ayudar a informar el desarrollo de un Marco de Desarrollo Profesional que describirá el enfoque del Distrito para mejorar las habilidades, el conocimiento y la progresión profesional de los empleados.

El nuevo plan de contratación se implementó con procedimientos de incorporación revisados (Acción 4.3). La retroalimentación del personal este año ha servido de base para los cambios para el ciclo escolar 2025-26. El personal que participó en la incorporación indicó que era abrumador que toda la incorporación se realizara en agosto, antes del inicio de clases. En el ciclo escolar 2025-26, el Distrito realizará la incorporación de Recursos Humanos en junio y julio, y se centrará en la incorporación de las escuelas y del personal docente en agosto. El Plan de Contratación está completo y se perfeccionará cada año según sea necesario. Esta acción se eliminará del LCAP en el ciclo escolar 2025-26.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

Acción 4.2: - Retención y apoyo a los empleados - Esta acción se ha revisado para incluir el desarrollo de un marco de desarrollo profesional que describirá el enfoque del Distrito para mejorar las habilidades, los conocimientos y la progresión profesional de los empleados.

Acción 4.3: Proceso de Contratación: El Plan de Contratación está completo y se perfeccionará anualmente según sea necesario. Esta acción se eliminará del Plan de Contabilidad y Control Local (LCAP) en el ciclo lectivo 2025-26. Se añadirá una nueva acción para contar con empleados eficaces y comprometidos. Esta nueva acción se centrará en desarrollar habilidades de liderazgo en los empleados actuales para satisfacer las necesidades futuras del Distrito.

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---------------------------|---|----------------|---------------|
| 4.1 | Inducción del profesorado | El Distrito continuará asociándose con Santa Cruz/Silicon Valley New Proyecto de Docentes para brindar inducción a los docentes en los años 1 y 2 de su carrera | \$621,147.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|-----------------------------------|--|----------------|---------------|
| | | <p>Carreras. Contar con un programa de inducción permite a MVWSD brindar a los docentes sin experiencia los modelos y las herramientas necesarios para comenzar su carrera docente, apoyarlos para que sean altamente efectivos y obtener una credencial clara.</p> | | |
| 4.2 | Retención y apoyo a los empleados | <p>En el ciclo lectivo 2024-25, el Distrito administró una encuesta de evaluación de desarrollo profesional a todo el personal. El Distrito recopiló datos sobre la satisfacción con el desarrollo profesional impartido en 2024-25 a nivel distrital y por centro, cómo el Distrito puede apoyar mejor las necesidades de desarrollo profesional del personal, las metas profesionales que el personal tiene para progresar en el futuro y el apoyo que necesita para lograr estas metas.</p> <p>El Distrito continuará administrando el Desarrollo Profesional Realizar una encuesta cada año, compartir los resultados con el liderazgo del sindicato y utilizarlos para ayudar a informar el desarrollo de un Marco de Desarrollo Profesional que describirá el enfoque del Distrito para mejorar las habilidades, el conocimiento y la progresión profesional de los empleados.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | \$0.00 | No |
| 4.3 | Proceso de contratación | <p>Como parte del Plan Estratégico 2027 del Distrito, el personal está comenzando a trabajar en el desarrollo de un sistema que promueva oportunidades de crecimiento, liderazgo y avance profesional para todo el personal.</p> <p>En 2025-26, el Distrito realizará una evaluación de las oportunidades de liderazgo para el personal e involucrará a los grupos de partes interesadas para obtener información y comenzar a desarrollar caminos de liderazgo.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | \$0.00 | No |

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|---|------------------|
| 5 | Desarrollar e implementar planes y protocolos para garantizar la distribución equitativa de recursos que apoyen el éxito estudiantil. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

Prioridad 1: Básica (Condiciones de aprendizaje)

Una explicación de por qué la LEA ha desarrollado este objetivo.

El acceso de los estudiantes a diversos recursos, como tecnología, instalaciones y nutrición, se correlaciona positivamente con su capacidad para aprovechar al máximo las oportunidades educativas. El Distrito cuenta con once escuelas que fueron remodeladas o construidas en diferentes momentos a lo largo de los años. Para garantizar que todas las escuelas cuenten con tecnología, instalaciones y acceso a materiales equitativos, se implementarán rúbricas y sistemas de evaluación estandarizados para satisfacer las necesidades de cada escuela.

Este objetivo está alineado con el Área 5 del Plan Estratégico SP 2027 del Distrito y la Prioridad Estatal 1.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---------------------|--|---|
| 5.1 | Prioridad estatal 1 - Básica Las instalaciones escolares se mantienen en buen estado. | 2023-24: Instalaciones en buen estado: $11.460/11.550 = 99,22\%$ | 2024-25 Instalaciones en buen estado: $18.103/18.192 = 99,51\%$ | | Mantener el 99% de Instalaciones en Buen estado o incremento al 100% | 2024-25: +0,29 puntos porcentuales (PP) |
| 5.2 | Porcentaje de órdenes de trabajo completadas en Service Now. | 2023-24: 109 % completado. Este porcentaje incluye las órdenes de trabajo pendientes del verano y del curso escolar 2023-24. | 2024-25: El 95,33% de las órdenes de trabajo han sido resueltas y el 4,67% permanecen abiertas o en espera de piezas. | | Se completará el 95% de las órdenes de trabajo enviadas. | 2024-25: -13,67 Puntos porcentuales (PÁGINAS) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|--|---------------------|--|---|
| 5.3 | Porcentaje de estudiantes que informan que mi escuela está limpia en la Encuesta LCAP/Clima. | El 33% estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de primavera de 2024. | El 35% estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de primavera de 2025. | | Aumentar al 60% de acuerdo o totalmente de acuerdo con el Anual del distrito Encuesta LCAP/ Climática | 2024-25: +2 Porcentaje Puntos (PP) |
| 5.4 | Porcentaje de personal que informa que mi escuela está bien mantenida en la Encuesta LCAP/ Clima. | El 78% estuvo de acuerdo o muy de acuerdo con la Encuesta sobre el clima/LCAP de primavera de 2024. | El 81% estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | Aumentar al 90% de acuerdo o totalmente de acuerdo con el Anual del distrito Encuesta LCAP/ Climática | 2024-25: +3 Porcentaje Puntos (PP) |
| 5.5 | Porcentaje del personal que informa que las instalaciones de mi escuela están actualizadas en la Encuesta de Clima/LCAP. | El 76% estuvo de acuerdo o muy de acuerdo con la primavera. 20234LCAP/Clima Encuesta. | El 74% estuvo de acuerdo o muy de acuerdo con la Encuesta LCAP/Clima de primavera de 2025. | | Aumentar al 90% de acuerdo o totalmente de acuerdo con el Anual del distrito Encuesta LCAP/ Climática | 2024-25: - 2 Puntos porcentuales (PÁGINAS) |
| 5.6 | Prioridad estatal 1 - Básica Número/porcentaje de acceso a sus propias copias de materiales instructivos alineados con los estándares para usar en la escuela y en el hogar, tal como se establece en los estándares aprobados para su uso en el hogar. | 100% de los estudiantes Audiencia Pública y Resolución sobre Suficiencia del Alumno Libros de texto y Materiales de instrucción Alineado con el Contenido académico Normas y Consistente con el Contenido y los Ciclos del Estado Marcos de referencia sobre 7 de septiembre de 2023 | El 100% de los estudiantes tuvieron acceso a sus propias copias de materiales de instrucción alineados con los estándares para usar en la escuela y en el hogar según lo aprobado durante el curso. Audiencia Pública y Resolución sobre Suficiencia del Alumno Libros de texto y Instructivo Materiales Alineados al Académico Estándares de contenido y consistencia con el contenido y | | Mantener el 100% de los estudiantes con acceso a materiales de instrucción alineados con los estándares para su uso en la escuela y en el hogar. | 2024-25: 0 Porcentaje Puntos (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---------|------|---|---------------------|-------------------------------------|---|
| | | | Ciclos de Estado Marcos de referencia sobre 5 de septiembre de 2024 | | | |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

De las 6 acciones del Objetivo 5, 6 se implementaron por completo y dos se modificaron. Todo el trabajo contribuyó al objetivo del Distrito de desarrollar e implementar planes y protocolos para garantizar la distribución equitativa de los recursos que apoyan el éxito de los estudiantes.

Implementación exitosa

La herramienta de inspección de instalaciones, creada en el ciclo escolar 2023-24, se implementó en el ciclo escolar 2024-25 y se está perfeccionando continuamente para abordar los problemas de forma proactiva. El Director de Mantenimiento seguirá recorriendo las instalaciones mensualmente con los directores (Acción 5.1). El Distrito Escolar de McClellan-Washington (MVWSD) es un distrito con dispositivos tecnológicos individuales. Se adquirieron Chromebooks y se asignaron a todos los estudiantes de kínder y quinto grado (Acción 5.2). Las Chromebooks adquiridas para el ciclo escolar 2024-25 incluyen radios CBRS (Acción 5.3). Desde marzo, el Departamento de Nutrición Infantil ha servido comidas gratuitas a las familias durante todo el ciclo escolar. El grupo de enfoque se ha reunido y se ha servido el desayuno a todos los estudiantes por la mañana en Castro (Acción 5.4).

Desafíos de implementación

El Subdirector de Operaciones de Mantenimiento y Transporte fue ascendido a Director Interino de Mantenimiento en la primavera de 2024 y el puesto de asistente no fue cubierto (Acción 5.6).

Implementación modificada

El Distrito aún cuenta con dos sitios donde instalar radios CBRS durante el año escolar 2024-25. Uno de ellos está a la espera de que se complete la construcción de la fibra óptica (Acción 5.3). El Distrito aún cuenta con dos sitios donde instalar radios SRS. El objetivo es tenerlas instaladas para finales del año escolar 2024-25 o en el verano de 2025, antes del inicio de clases. El Subdirector de Operaciones de Mantenimiento y Transporte fue ascendido a Director Interino de Mantenimiento en la primavera de 2024 y el puesto de Subdirector no se cubrió (Acción 5.6).

No implementado

El personal del distrito no actualizó el Panel de Control 24/7 en el ciclo escolar 2024-25 para Lengua y Literatura Inglesas ni para Matemáticas (Acción 5.7). Debido a la nueva adopción de Lengua y Literatura Inglesas y a la previsión de nuevas adopciones de Matemáticas para el ciclo escolar 2026-27, no fue posible actualizar el panel en este momento. Además, la capacidad del personal para completar este proyecto se vio reducida debido a los cambios de personal en enero de 2025. El Distrito no actualizará el panel de control en el ciclo escolar 2025-26, sino que revisará la eficacia de este proyecto y tomará decisiones sobre los próximos pasos. Esta medida se eliminará del Plan de Contabilidad y Control Local (LCAP) para el ciclo escolar 2025-26.

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

Acción 5.3: MVWSD Connect: los dos sitios restantes donde se implementará CBRS en 2024-25 son Whisman School y las viviendas del personal. Las radios y antenas para esas instalaciones se compraron en un año escolar anterior, por lo que no se necesitó equipo adicional.

Acción 5.6: Subdirector de Operaciones de Mantenimiento y Transporte: el Subdirector de Operaciones de Mantenimiento y Transporte fue ascendido a Director Interino de Mantenimiento en la primavera de 2024 y el puesto de asistente no fue reemplazado, lo que redujo los gastos de esta acción.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Todas las acciones del Objetivo 4 fueron eficaces para contribuir al objetivo del Distrito de desarrollar e implementar planes y protocolos para garantizar la distribución equitativa de recursos que apoyan el éxito estudiantil.

La herramienta de inspección del sitio es parte de un proceso de mejora continua que a menudo se perfecciona para brindar soluciones a problemas de limpieza e instalaciones. Esta herramienta proporciona puntos de diálogo para directores y conserjes, lo que facilita la resolución proactiva de problemas y fortalece la coordinación interfuncional entre el liderazgo escolar y las operaciones del centro. Se han establecido reuniones quincenales y visitas a las instalaciones con los directores, así como visitas mensuales de control con el equipo de mantenimiento y conserjes. Estas medidas garantizan la consistencia en la limpieza y brindan oportunidades para abordar los problemas de forma proactiva y más eficaz. (Acción 5.1).

MVWSD es un distrito con dispositivos tecnológicos individuales. Cada año, el distrito entrega Chromebooks nuevos a los estudiantes que ingresan a TK/K y 5.º grado. Los estudiantes usan estos dispositivos hasta el final de su 4.º grado o 8.º grado (Acción 5.2). Esta práctica continuó en 2023-24 y continuará en 2024-25. Las nuevas Chromebooks compradas tienen la capacidad de conectarse a la red CBRS de todo el Distrito (MVWSDConnect). MVWSD Connect (Acción 5.3) es la iniciativa del Distrito para garantizar que todos los estudiantes tengan acceso a Internet en casa. El Distrito ha instalado radios CBRS en los 11 sitios escolares, lo que extiende el alcance de la red del Distrito hasta en 3/4 de milla desde el sitio escolar. Se proporcionan enrutadores CBRS y Chromebooks a los estudiantes que los necesitan en casa. El Distrito tiene dos sitios restantes para instalar radios CBRS: la vivienda del personal de MVWSD y la escuela Whisman. La vivienda del personal del Distrito está esperando que se complete la fibra oscura y, para Whisman, el personal debe determinar la mejor ubicación y luego ordenar el montaje. El objetivo es tener ambos sitios completados este año escolar o al menos antes de que comience el próximo año escolar.

Hasta marzo, Nutrición Infantil ha servido 340,276 desayunos, 350,914 almuerzos y 5837 cenas, con un total de 700,285 comidas gratuitas para las familias. El grupo de enfoque se reunió y probó productos agrícolas cultivados en dos escuelas, probó almuerzos en Crittenden y se centró en cómo contribuir a la financiación de productos agrícolas locales el próximo año escolar. Este año, el desayuno se sirvió a todos los estudiantes por la mañana en Castro.

El personal del distrito planeaba seguir mejorando el panel de control 24/7, que brinda acceso a materiales didácticos de lectura y matemáticas alineados con los estándares a estudiantes y familias desde casa. Sin embargo, no actualizó el panel en el ciclo escolar 2024-25 para Lengua y Literatura Inglesas ni matemáticas.

Debido a la nueva adopción de Lengua y Literatura Inglesas y a la previsión de nuevas adopciones de Matemáticas para el ciclo escolar 2026-27, no fue posible actualizar el panel de control en este momento. Además, la capacidad del personal para completar este proyecto se vio reducida debido a los cambios de personal en enero de 2025.

El Distrito no actualizará el panel de control en el ciclo escolar 2025-26, sino que revisará la eficacia de este proyecto y tomará decisiones sobre los próximos pasos. Esta medida se eliminará del LCAP para el ciclo escolar 2025-26.

El Subdirector de Operaciones de Mantenimiento y Transporte fue ascendido a Director Interino de Mantenimiento en la primavera de 2024. Este puesto no se renovará, ya que el Distrito buscará maneras de reorganizar el departamento. Esta acción se eliminará para el año académico 2025-26.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

Acción 5.1: Limpieza Escolar - Este año, para mejorar y mantener la limpieza, la seguridad y el funcionamiento de todos los planteles escolares, el personal realizará inspecciones bimensuales utilizando métodos alineados con la Herramienta de Inspección de Instalaciones (FIT) del Estado de California. El Distrito también realizará grupos focales con los estudiantes para comprender mejor sus inquietudes sobre la limpieza y abordarlas.

Acción 5.2: Chromebooks - En el curso escolar 2025-26, el Distrito dejará de proporcionar Chromebooks a los alumnos de kínder que solo usen en casa. Los alumnos de kínder seguirán teniendo acceso a Chromebooks en el aula y el Distrito proporcionará una Chromebook a cualquier familia de kínder que la solicite.

Acción 5.4: Comidas para estudiantes: El Distrito seguirá garantizando que todos los niños que necesiten alimentos tengan la oportunidad de recibir comidas diarias nutricionalmente equilibradas. Para el ciclo escolar 2025-26, el enfoque se centrará en servir productos locales mediante la colaboración con pequeñas granjas locales, la investigación e identificación de productos que eliminen los colorantes artificiales y los reemplacen cuando sea posible. Visitaremos y degustaremos productos de cada huerto escolar cuando estén disponibles, y celebraremos un mínimo de cuatro reuniones anuales de grupos focales de nutrición infantil para debatir y abordar problemas actuales.

Acción 5.5: Subdirector de Operaciones de Mantenimiento y Transporte - Este puesto no se cubrirá para el año académico 2025-26. El Distrito buscará maneras de reorganizar el departamento. Esta medida se eliminará.

Acción 5.6: Entornos de aprendizaje flexibles: El personal del distrito planeaba seguir mejorando el panel de control 24/7, que brinda acceso a materiales didácticos de lectura y matemáticas alineados con los estándares a estudiantes y familias desde casa. El personal del distrito no actualizó el panel de control 24/7 en el ciclo escolar 2024-25 para Lengua y Literatura Inglesas (Lengua y Literatura Inglesas) ni para Matemáticas. Debido a la nueva adopción de Lengua y Literatura Inglesas (Lengua y Literatura Inglesas) y la previsión de nuevas adopciones de Matemáticas para el ciclo escolar 2026-27, no fue posible actualizar el panel en este momento. Además, la capacidad del personal para completar este proyecto se vio reducida debido a los cambios de personal en enero de 2025. El distrito no actualizará el panel de control en el ciclo escolar 2025-26, sino que revisará la eficacia de este proyecto y tomará decisiones sobre los próximos pasos. Esta medida se eliminará del Plan de Contabilidad y Control Local (LCAP) para el ciclo escolar 2025-26.

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|------------------------|--|----------------|---------------|
| 5.1 | Limpieza de la escuela | Mejorar y mantener la limpieza, seguridad y funcionalidad de todas las escuelas. sitios mediante la implementación de inspecciones bimensuales utilizando métodos alineados con la Herramienta de Inspección de Instalaciones (FIT) del Estado de California. Las inspecciones serán | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---------------------------|--|----------------|---------------|
| | | <p>Se realizan inspecciones en cada escuela, incluyendo patios de recreo y baños, junto con una muestra rotativa de aulas para asegurar que cada aula se inspeccione al menos dos veces al año. Estas inspecciones ayudarán a identificar proactivamente las áreas que requieren atención antes de las evaluaciones anuales de FIT, garantizando así que nuestros campus se mantengan seguros, limpios y en pleno funcionamiento para los estudiantes, el personal y la comunidad.</p> <p>El Distrito también llevará a cabo grupos focales con estudiantes en todos los sitios del Distrito para comprender mejor sus inquietudes con respecto a la limpieza y abordarlas.</p> <p>Esta acción forma parte de las responsabilidades regulares del personal, por lo que no implica gastos.</p> | | |
| 5.2 | Dispositivos tecnológicos | <p>El Distrito entregará nuevos Chromebooks a los estudiantes que ingresen al quinto grado en 2025-26. Los estudiantes que reciban una Chromebook en 5.º grado la usarán hasta finalizar 8.º grado. La entrega de nuevos dispositivos en estos grados garantizará que los estudiantes tengan acceso a una Chromebook con soporte completo durante su tiempo en MVWSD y asegurará un presupuesto estable cada año, ya que el costo de los dispositivos es similar cada año. En el curso 2025-26, el Distrito ya no entregará Chromebooks a los estudiantes de kínder que solo usen en casa. Los estudiantes de kínder seguirán teniendo acceso a Chromebooks en el aula y el Distrito proporcionará una Chromebook a cualquier familia de kínder que la solicite. Este cambio optimizará la asignación de recursos, ya que reducirá la proporción de Chromebooks por estudiante de 2 a 1 a 1 a 1.</p> | \$552,996.00 | No |
| 5.3 | MVWSDConnect | <p>En 2025-26, el departamento continuará proporcionando enrutadores y Chromebooks a los estudiantes que necesitan acceso a Internet en casa, garantizando así el acceso a Internet para todos los estudiantes.</p> <p>MVWSDConnect es el proyecto del Distrito para garantizar que todos los estudiantes tengan acceso a Internet en casa. El Distrito está invirtiendo en equipos CBRS en</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---------------------------|---|----------------|---------------|
| | | Para ampliar el alcance de la red del Distrito hasta 3/4 de milla desde el sitio escolar, permitiendo que los estudiantes accedan a Internet desde su hogar. | | |
| 5.4 | Comidas para Estudiantes. | En el ciclo escolar 2025-26, el Distrito garantizará que todos los niños que necesiten alimentos tengan la oportunidad de recibir comidas diarias nutricionalmente equilibradas. El Distrito continuará apoyando a las pequeñas granjas y negocios locales sirviendo productos frescos y locales. El progreso se medirá comparando el porcentaje de gasto local del año pasado con el de este año. El objetivo es mantener los niveles actuales de compra incluso sin asistencia federal. Además, el personal investigará e identificará productos que eliminen los colorantes artificiales y los reemplazará cuando sea posible; visitará y probará los productos de cada huerto escolar cuando estén disponibles, según la coordinación de Living Classroom, y realizará un mínimo de cuatro reuniones anuales de Grupos de Enfoque sobre Nutrición Infantil para debatir y abordar los problemas actuales. | \$0.00 | No |
| 5.5 | Revisión de tecnología | Realizar una revisión del uso de la tecnología en el Distrito, incluidos dispositivos, aplicaciones (Distrito y sitio), tasas de uso, desafíos, éxitos, etc. Incluir una revisión de la investigación sobre las mejores prácticas para la tecnología en las escuelas y recomendaciones para los próximos pasos. Esta acción contará con el apoyo del personal del Distrito. No se requiere ningún gasto. | \$0.00 | No |

Metas y acciones

Meta

| Objetivo # | Descripción | Tipo de objetivo |
|------------|--|------------------|
| 6 | Desarrollar e implementar prácticas efectivas y consistentes que satisfagan las necesidades de los estudiantes de la Escuela Castro. | Objetivo amplio |

Prioridades estatales abordadas por este objetivo.

- Prioridad 3: Participación de los padres (compromiso)
- Prioridad 4: Logros del alumnado (Resultados del alumnado)
- Prioridad 5: Participación del alumnado (Compromiso)
- Prioridad 6: Clima escolar (Compromiso)
- Prioridad 8: Otros resultados de los alumnos (Resultados de los alumnos)

Una explicación de por qué la LEA ha desarrollado este objetivo.

Como la única escuela con Título 1 y la de menor rendimiento, el Distrito siempre ha identificado acciones específicas para mejorar los resultados de los estudiantes de la Escuela Castro. El 89 % de los estudiantes que asisten se identifican como no duplicados (en situación socioeconómica desfavorecida, estudiantes de inglés como segundo idioma o jóvenes en hogares de acogida). Las acciones de esta meta son apoyos adicionales implementados para mejorar los resultados de los estudiantes y de la Escuela Castro, y provienen directamente del trabajo realizado este año por un comité del Distrito, compuesto por personal, maestros, administradores y miembros de la Junta Directiva, en el proyecto "Reimaginando la Escuela Castro". El equipo se reunió periódicamente para comprender las necesidades de Castro y visitó escuelas eficaces en California y Nueva Jersey.

Esta meta se alinea con las Metas 1, 2, 3 y 5 del Plan Estratégico 2027 del Distrito y las Prioridades Estatales 2, 3, 4, 5, 6 y 8.

Medición y reporte de resultados

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|---|--|---|---------------------|---|--|
| 6.1 | Prioridad estatal 4 Logros estudiantiles Resultados de CAASPP - ELA | Primavera de 2023 ELA Resultados (porcentaje de estudiantes que cumplieron o superaron el estándar): En general - 22% Estudiantes con Discapacidades - 5% | Primavera de 2024 ELA Resultados (porcentaje de estudiantes que cumplieron o superaron estándar): En general - 21% | | Primavera de 2026 ELA Resultados (porcentaje de estudiantes que cumplieron o superaron estándar): En general - 45% | Primavera de 2024 ELA En general - 1 Punto porcentual (PÁGINAS) Estudiantes con Discapacidades -1 PÁGINAS |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 | Diferencia actual con respecto a la línea base |
|-----------|--|--|---|---------------------|--|--|
| | | Estudiantes de inglés - 5% Hispano/Latino - 15% Socioeconómicamente Desfavorecidos - 18% Sólo inglés - 44% RFEP - 75% | Estudiantes con Discapacidades - 4% Estudiantes de inglés - 6% Hispano/Latino - 15% Socioeconómicamente Desfavorecidos - 15% Sólo inglés - 42% RFEP - 38% | | Estudiantes con Discapacidades - 33% Estudiantes de inglés - 33% Hispano/Latino - 40% Socioeconómicamente Desfavorecidos - 41% Solo inglés - 60% RFEP - 82% | Estudiantes de inglés +1 PP Hispano/Latino - 0 PÁGINAS Socioeconómicamente Desfavorecido -3 PÁGINAS Solo inglés -2 PP RFEP - 37 PP |
| 6.2 | Prioridad estatal 4 Logros estudiantiles Resultados de la CAASPP - matemáticas | Matemáticas de primavera de 2023 Resultados (porcentaje de estudiantes que cumplieron o superaron el estándar): En general - 16% Estudiantes con Discapacidades - 5% Estudiantes de inglés - 6% Hispano/Latino - 11% Socioeconómicamente Desfavorecidos - 13% Sólo inglés - 39% RFEP - 44% | Matemáticas de primavera de 2024 Resultados (porcentaje de estudiantes que cumplieron o superaron el estándar): En general - 14% Estudiantes con Discapacidades - 8% Estudiantes de inglés - 2% Hispano/Latino - 9% Socioeconómicamente Desfavorecidos - 11% Sólo inglés - 32% RFEP - 38% | | Matemáticas de primavera de 2026 Resultados (porcentaje de estudiantes que cumplieron o superaron el estándar): En general - 41% Estudiantes con Discapacidades - 33% Estudiantes de inglés - 34% Hispano/Latino - 38% Socioeconómicamente Desfavorecidos - 39% Sólo inglés - 57% RFEP - 82% | Matemáticas de primavera de 2024 En general - 2 Punto porcentual (PÁGINAS) Estudiantes con Discapacidades +3 PP Estudiantes de inglés - 4 páginas Hispano/Latino -2 PÁGINAS Socioeconómicamente Desfavorecido -2 PÁGINAS Solo inglés -7 PP RFEP - 6 PP |
| 6.3 | Prioridad estatal 4 Progreso de los estudiantes de inglés - Panel de California | 2022-23: 43,2% de Los estudiantes de inglés mantuvieron el nivel 4 o lo obtuvieron en | 2023-24: 44,3% de Los estudiantes de inglés mantuvieron el nivel 4 o obtuvieron al menos 1 | | 2025-26: 51% de Idioma en Inglés Los alumnos mantuvieron el nivel 4 o obtuvieron al menos 1 | 2023-24 +1,1 puntos porcentuales (PP) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|--|---------------------|--|---|
| | | al menos 1 nivel en el ELPAC | nivel en el ELPAC | | nivel en el ELPAC | |
| 6.4 | Prioridad estatal 4 Tasa de reclasificación | Octubre de 2023 La tasa de reclasificación fue del 5,85%. | Octubre de 2024 La tasa de reclasificación fue del 6,70%. | | Octubre de 2026 La tasa de reclasificación será del 34% | 2024 +0,85 puntos porcentuales (PP) |
| 6.5 | Estudiantes de inglés a largo plazo | Noviembre de 2023: El 9,3 % de los estudiantes EL corren el riesgo de convertirse en aprendices de inglés a largo plazo. | Noviembre de 2024: El 1,2 % de los estudiantes EL (2 estudiantes) corren el riesgo de convertirse en aprendices de inglés a largo plazo | | Noviembre de 2026: El 4% de los estudiantes EL estarán en riesgo de convertirse en estudiantes de largo plazo Término Inglés Estudiantes | 2024: -8.1 Puntos porcentuales (PP) |
| 6.6 | Competencia de lectura I- Ready | Diagnóstico 2 2023 - 24 Resultados (porcentaje de estudiantes que cumplieron o superaron estándar) En general - 16% Estudiantes con Discapacidades - 0% Estudiantes de inglés - 6% Hispano - 10% Sin hogar - No disponible Socioeconómicamente Desfavorecidos - 11% Sólo inglés - 46% RFEP 27% | Diagnóstico 2 2024- 25 resultados (porcentaje de estudiantes que cumplieron o superaron el estándar) En general - 17% Estudiantes con Discapacidades - 5% Estudiantes de inglés - 9% Hispano - 13% Personas sin hogar - 5% Socioeconómicamente Desfavorecidos - 14% Sólo inglés - 52% RFEP - 17% | | Diagnóstico 2 2026- 27 resultados (porcentaje de estudiantes que cumplieron o +1 superado estándar) En general - 31% Estudiantes con Discapacidades - 30% Estudiantes de inglés - 34% Hispano - 37% Sin hogar - No disponible Socioeconómicamente Desfavorecidos - 38% Sólo inglés - 62% RFEP 49% | 2024-25 Diagnóstico 2 En general Punto porcentual (PÁGINAS) Estudiantes con Discapacidades +5 PP Estudiantes de inglés +3 PP Hispano - +3 PP Sin hogar +5 PP Socioeconómicamente Desventajoso +3 PÁGINAS Solo inglés +6 PÁGINAS RFEP - 10 PP |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|--|---------------------|--|---|
| 6.7 | Lectura preparada para mí Un año de crecimiento | Resultados del Diagnóstico 2 2023-24 El 24% de los estudiantes logró un crecimiento de 1 año en Lectura | Diagnóstico 2 Resultados 2024-25 El 26% de los estudiantes logró un crecimiento de 1 año en lectura | | Diagnóstico 2 Resultados 2026-27 El 100% de los estudiantes lograrán un crecimiento de 1 año en Lectura | 2024-25 Diagnóstico 2 +2 Porcentaje Puntos (PP) |
| 6.8 | Competencia matemática I-Ready | Resultados del Diagnóstico 2 2023-24 (porcentaje de estudiantes que cumplieron o superaron el estándar) En general - 10% Estudiantes con Discapacidades - 3% Estudiantes de inglés - 4% Hispano - 5% Sin hogar - No disponible Socioeconómicamente Desfavorecidos - 6% Sólo inglés - 27% RFEP 33% | Diagnóstico 2 Resultados 2024-25 (porcentaje de estudiantes que cumplieron o superaron el estándar) En general - 8% Estudiantes con Discapacidades - 3% Estudiantes de inglés - 4% Hispano - 4% Personas sin hogar - 2% Socioeconómicamente Desfavorecidos - 6% Sólo inglés - 24% RFEP - 6% | | Diagnóstico 2 Resultados 2026-27 (porcentaje de estudiantes que cumplieron o superado estándar) En general - 37% Estudiantes con Discapacidades - 32% Estudiantes de inglés - 34% Hispano - 35% Sin hogar - No disponible Socioeconómicamente Desfavorecidos - 36% Sólo inglés - 62% RFEP 53% | 2024-25 Diagnóstico 2 En general Punto porcentual (PÁGINAS) Estudiantes con Discapacidades 0 puntos Estudiantes de inglés 0 PÁGINAS Hispano -1 PP Sin hogar +2 PP Socioeconómicamente Desfavorecido 0 PÁGINAS Solo inglés -3 PP RFEP - 27 PP |
| 6.9 | Matemáticas I-Ready Un año de crecimiento | Resultados del Diagnóstico 2 2023-24 El 19% de los estudiantes logró un crecimiento de 1 año en matemáticas | Diagnóstico 2 Resultados 2024-25 El 26% de los estudiantes logró un crecimiento de 1 año en matemáticas | | Diagnóstico 2 Resultados 2026-27 El 100% de los estudiantes lograrán un crecimiento de 1 año en matemáticas | 2024-25 Diagnóstico 2 +7 Porcentaje Puntos (PP) |
| 6.10 | Prioridad 5 | Primavera de 2024 93,3% | Primavera de 2025 93,2% | | Aumento al 97% en general | Primavera de 2025: - 0,1 |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|------------------|-------------------------------|---|--|---------------------|--|---|
| | Asistencia escolar Tarifas | | | | | Punto porcentual (PÁGINAS) |
| 6.11 Prioridad 5 | Ausentismo crónico | <p>Resultados del panel 2022-23</p> <p>La calificación general de absentismo crónico es del 29,4%.</p> <p>Estudiantes con discapacidades - 39%</p> <p>Estudiantes de inglés - 27,2%</p> <p>Hispanos - 28.8%</p> <p>Personas sin hogar - 23,2%</p> <p>Desfavorecidos socioeconómicamente - 30,2%</p> | <p>Resultados del panel 2023-24</p> <p>La calificación general de absentismo crónico es del 20,7%.</p> <p>Estudiantes con discapacidades - 27,3%</p> <p>Estudiantes de inglés - 18%</p> <p>Hispanos - 21,5%</p> <p>Personas sin hogar - 15,6%</p> <p>Desfavorecidos socioeconómicamente - 21.7</p> | | <p>Resultados del panel 2025-26 2023-24</p> <p>La calificación global de absentismo crónico será del 13%.</p> <p>Estudiantes con discapacidades - 15%</p> <p>Estudiantes de inglés - 12%</p> <p>Hispano - 12%</p> <p>Personas sin hogar - 9,4%</p> <p>Desfavorecidos socioeconómicamente - 12,2%</p> | <p>Panel</p> <p>En general -8,7 puntos porcentuales (PP)</p> <p>Estudiantes con Discapacidades -11,7 PP</p> <p>Estudiantes de inglés - 9.2 PP</p> <p>Hispano -7.3 PP</p> <p>Personas sin hogar -7,6 PP</p> <p>Socioeconómicamente desfavorecidos - 8,5 PP</p> |
| 6.12 Prioridad 6 | Tasa de suspensión | <p>Resultados del panel 2022-23</p> <p>La tasa general de suspensión es del 6,1%.</p> <p>Estudiantes con discapacidades - 14,6%</p> <p>Estudiantes de inglés - 6%</p> <p>Hispanos - 6.4%</p> <p>Personas sin hogar - 10,1%</p> <p>Desfavorecidos socioeconómicamente - 6,4%</p> | <p>Resultados del panel 2023-24</p> <p>La calificación general de suspensiones es del 6,4%.</p> <p>Estudiantes con discapacidades - -1,3%</p> <p>Estudiantes de inglés - 6,8%</p> <p>Hispanos - 6.8%</p> <p>Personas sin hogar - 10,1%</p> <p>Desfavorecidos socioeconómicamente - 6,6%</p> | | <p>2025-26 2023-24</p> <p>Resultados del panel</p> <p>La tasa de suspensión general será del 2,4%.</p> <p>Estudiantes con discapacidades - 6,2%</p> <p>Estudiantes de inglés - 2,1%</p> <p>Hispanos - 2,1%</p> <p>Personas sin hogar - 4,6%</p> <p>Desfavorecidos socioeconómicamente - 2,1%</p> | <p>Panel</p> <p>En general +0,3 puntos porcentuales (PP)</p> <p>Estudiantes con discapacidades (Menos) -1,3 PP</p> <p>Estudiantes de inglés +0,8 PP</p> <p>Hispano +0.4 PP</p> <p>Sin hogar 0 PP</p> <p>Desfavorecidos socioeconómicamente +0,2 PP</p> |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|---|---|---|---------------------|---|---|
| 6.13 | Número de padres que responden a la Encuesta de Clima/LCAP del Distrito | Primavera de 2024 84 padres respondieron a la solicitud del Distrito Encuesta LCAP/Clima de la Escuela Castro | Primavera de 2025 63 padres respondieron a la Encuesta LCAP/ Climática de Castro Escuela | | Primavera de 2027 125 padres responderán a la Encuesta LCAP/ Climática de Castro Escuela | Primavera 2025: -21 Padre encuestados |
| 6.14 | El porcentaje de personal que está de acuerdo o muy de acuerdo en que se satisficieron las necesidades socioemocionales de los estudiantes Encuesta LCAP/Clima. | El 73% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 61% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 81% estará de acuerdo o muy de acuerdo | Primavera 2025: -12 Puntos porcentuales (PÁGINAS) |
| 6.15 | El porcentaje de padres que estuvieron de acuerdo o muy de acuerdo en que las necesidades socioemocionales de los estudiantes fueron satisfechas en el Encuesta LCAP/Clima. | El 89% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 79% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 92% estará de acuerdo o muy de acuerdo | Primavera 2025: -10 Puntos porcentuales (PÁGINAS) |
| 6.16 | El porcentaje de familias que están de acuerdo o muy de acuerdo en que comprenden los apoyos académicos disponibles para sus estudiantes en la Encuesta LCAP/Clima. 6.17 | El 87% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 79% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 96% estará de acuerdo o muy de acuerdo | Primavera 2025: -8 Puntos porcentuales (PÁGINAS) |
| | Porcentaje de familias que informan que están de acuerdo o muy de acuerdo en que MVWSD crea un ambiente acogedor para las familias en la Encuesta LCAP/ Clima. | El 90% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 86% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 93% estará de acuerdo o muy de acuerdo | Primavera 2025: -4 Puntos porcentuales (PÁGINAS) |

| Métrica # | Métrico | Base | Resultado del año 1 | Resultado del año 2 | Objetivo para el año 3 Resultado | Diferencia actual con respecto a la línea base |
|-----------|--|---|---|---------------------|--|--|
| 6.18 | Porcentaje de estudiantes que informan que mi escuela está limpia en la Encuesta LCAP/Clima. | El 37% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 39% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 60% estará de acuerdo o muy de acuerdo | Primavera de 2025 +2 Porcentaje Puntos (PP) |
| 6.19 | Porcentaje de estudiantes que informan que se sienten seguros en su escuela en la Encuesta LCAP/Clima. | El 60% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 74% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 68% estará de acuerdo o muy de acuerdo | Primavera de 2025 +14 Porcentaje Puntos (PP) |
| 6.20 | Porcentaje de personal que informa que se siente seguro en su escuela según la Encuesta LCAP/Clima. | El 74% estuvo de acuerdo o muy de acuerdo con la primavera. LCAP/Clima 2024 Encuesta | El 94% estuvo de acuerdo o muy de acuerdo con la primavera de 2025 LCAP/Clima Encuesta | | Primavera de 2027 El 84% estará de acuerdo o muy de acuerdo | Primavera de 2025 +20 Porcentaje Puntos (PP) |

Análisis de objetivos [2024-25]

Un análisis de cómo se llevó a cabo este objetivo durante el año anterior.

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

El Objetivo 6 incluyó cinco acciones desarrolladas para apoyar a Castro, además de otras acciones incluidas en otros objetivos. Las diez acciones se implementaron según lo previsto y contribuyeron al objetivo de desarrollar e implementar prácticas eficaces y consistentes que satisfagan las necesidades del alumnado de la Escuela Castro.

Implementación exitosa

El Equipo de Lectoescritura Temprana colaboró con los docentes del centro para brindar intervención lectora a todos los estudiantes con dificultades lectoras detectadas en la Escala Universal i-Ready del Distrito (Acción 6.1). El equipo brindó intervención lectora a 56 estudiantes de kínder a segundo grado en Castro durante el año escolar.

El Distrito contrató personal de apoyo adicional para Castro en el ciclo escolar 2024-25. Castro contó con dos Supervisores de Riesgo (Acción 6.2) para apoyar a los estudiantes con problemas de conducta en el ciclo escolar 2024-25, similar al del ciclo escolar 2023-24. Castro tuvo una tasa de suspensiones del 6.1%, lo que representó un aumento del 1.5% con respecto al ciclo escolar 2022-23. El Distrito proporcionó un Facilitador de Participación Comunitaria adicional de 0.5 FTE, para un total de 1.5 en el ciclo escolar 2024-25. Un enfoque principal de los Facilitadores de Participación Escolar y Comunitaria fue dar seguimiento a las familias de los estudiantes con problemas de asistencia. Castro continuó beneficiándose de contar con un Centro de Bienestar en el plantel, con un trabajador social certificado y un enlace de salud mental a tiempo completo (Acción 6.4).

El Distrito continuó colaborando con la Oficina de Educación del Condado de Santa Clara para crear un Centro de Bienestar en Castro (Acción 6.4). El Centro de Bienestar contó con un trabajador social y un enlace de tiempo completo durante el horario escolar para apoyar la salud mental y las necesidades socioemocionales de los estudiantes. Al 30 de marzo de 2025, el Centro de Bienestar de Castro había atendido a 166 estudiantes, 76 de los cuales lo visitaban por primera vez. Además del Centro de Bienestar, Castro cuenta con un consejero de tiempo completo (Acción 6.5). Este consejero ofreció sesiones individuales, en grupos pequeños y en grupo completo con los estudiantes en el curso escolar 2024-25.

El Distrito continuó ofreciendo un programa de kínder de transición en Castro (Acción 6.6) para ofrecer una programación más consistente a las familias del vecindario de Castro (el preescolar también se encuentra en este campus). En años anteriores, las familias del vecindario de Castro no se matricularon en kínder de transición en otros centros debido a la logística de entrada y salida. Actualmente, veintitrés estudiantes están matriculados en el kínder de transición de Castro.

Castro ha implementado completamente un programa maestro que incluye bloques de instrucción de nivel de grado común para matemáticas y ELA, bloques de Respuesta a la Instrucción/Intervención de Lectura de varios niveles de grado y enseñanza en equipo en matemáticas.

El horario diario también comienza con un período de desayuno para toda la escuela (Acción 6.7).

Castro tenía un equipo de datos centralizado que trabajaba para analizar los datos de evaluación para ajustar los grupos de Respuesta a la Instrucción, Intervención de Lectura y Desarrollo del Idioma Inglés al final de cada trimestre (Acción 6.8). El equipo se reunía mensualmente e incluía al director, el entrenador, el facilitador de participación escolar y comunitaria, el supervisor de riesgo, el maestro de aula, el maestro recién llegado y el administrador del distrito (Acción 6.8).

El Distrito contrató a un maestro recién llegado con un equivalente a tiempo completo (FTE) para la Escuela Castro (Acción 6.9). Cincuenta y dos estudiantes recibieron instrucción en el curso 2024-25.

Playworks brindó apoyo y estructura para el recreo y el almuerzo, y mejoró la seguridad, la participación y las habilidades de liderazgo de los estudiantes de Castro en el curso escolar 2024-25 (Acción 6.10). Playworks quería que cada clase de Castro participara en un juego de aula una vez por semana. Esto se ajustó a solo dos veces al mes para intentar minimizar el impacto en el horario general.

Desafíos de implementación

Castro implementó un horario maestro que incluye un horario designado para el desayuno durante la primera parte de la jornada escolar. El nuevo horario contará con bloques de 50 minutos para la instrucción, descansos comunes para los grados 1.º a 5.º y permitirá la Respuesta a la Instrucción entre grados cada día. El nuevo horario también permitirá la enseñanza en equipo en matemáticas. Incluso con bloques ininterrumpidos para ELA, matemáticas y ELD designado, los minutos de instrucción se vieron afectados por otras restricciones de programación (Arte, Música, Biblioteca, Playworks - Tiempo de Juego en Clase, Lecciones de Aprendizaje Social y Educativo (SEL), Excursiones, Aula Viviente).

Implementación modificada

El horario de juegos en el aula de Playworks se ajustó de una vez por semana a dos veces por mes (Acción 6.10).

No implementado

Se implementaron todas las acciones.

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

6.10: Playworks: el costo del contrato de Playworks fue mayor al estimado ya que Castro tenía un entrenador a tiempo completo en lugar de tiempo parcial en 2024.
25.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

Como la única escuela con Título 1 y la de menor rendimiento, el Distrito siempre ha identificado acciones específicas para mejorar los resultados de los estudiantes de la Escuela Castro. El 89 % de los estudiantes que asisten se identifican como no duplicados (en situación socioeconómica desfavorecida, estudiantes de inglés o jóvenes en hogares de acogida). Los estudiantes y las familias de Castro se vieron afectados de manera desproporcionada por la pandemia, y las brechas académicas y de salud socioemocional se ampliaron considerablemente, y tomará tiempo reducirlas.

El Equipo de Lectoescritura Temprana (Acción 6.1) colaboró con los docentes de la escuela para brindar intervención lectora a todos los estudiantes con dificultades de lectura en la Evaluación Universal i-Ready del Distrito (Acción 6.1). Hasta la fecha, el equipo brindó intervención lectora a 56 estudiantes de K-2 en Castro. Si bien los resultados generales de lectura de I-Ready del Diagnóstico 2 de diciembre de 2024 se mantuvieron sin cambios, se observaron mejoras en comparación con el Diagnóstico 2 de diciembre de 2023 en todos los grados iniciales, lo que indica la eficacia del Equipo de Lectoescritura: Kínder: +1 Punto Porcentual (PP), Primer Grado: +9 (PP) y Segundo Grado: +4 (PP). A medida que los estudiantes desarrollen habilidades fundamentales y tengan acceso a la intervención temprana, las puntuaciones generales de lectura seguirán mejorando.

Castro tuvo dos Supervisores de Riesgo en el ciclo escolar 2024-25 (Acción 6.2). Se contrató a un segundo Supervisor de Riesgo debido al aumento de las tasas de suspensión e incidentes de comportamiento en los últimos años. La tasa de suspensión de Castro fue del 6,1 % en el ciclo escolar 2023-24. Al 30 de marzo de 2025, la tasa de suspensión de Castro era del 1,6 %. Dos Supervisores de Riesgo han podido apoyar a los estudiantes e intervenir eficazmente antes de que los incidentes se intensifiquen. En el ciclo escolar 2025-26, el Distrito incorporará un Subdirector de 0.5 FTE en la Escuela Castro, además de los dos Supervisores de Riesgo.

El Distrito proporcionó un Facilitador de Participación Comunitaria adicional de 0.5 FTE, para un total de 1.5 en 2024-25. El 82% de los padres estuvo de acuerdo o muy de acuerdo, según la Encuesta de Clima y LCAP de primavera de 2025, en que los Facilitadores de Participación Escolar y Comunitaria han fomentado su participación en la escuela (+7 puntos porcentuales en comparación con 2024) y el 69% estuvo de acuerdo o muy de acuerdo en que los Facilitadores de Participación Escolar y Comunitaria se han comunicado conmigo (+2 puntos porcentuales en comparación con 2024).

El Centro de Bienestar de la escuela primaria Castro (Acción 6.4) está operativo durante el horario escolar. Un trabajador social certificado y un enlace de salud mental trabajan a tiempo completo gracias a una subvención financiada por la Oficina de Educación del Condado de Santa Clara. Al 30 de marzo de 2025, el Centro de Bienestar Castro había atendido a 166 estudiantes, 76 de los cuales lo visitaban por primera vez. En total, se registraron 2404 visitas al Centro de Bienestar. Los datos de los usuarios muestran que, tras una visita al Centro de Bienestar, el 96 % de los estudiantes expresaron sentimientos positivos al salir. Al analizar estos datos con más detalle, los estudiantes expresaron sentirse tranquilos, felices y atendidos.

Además del Centro de Bienestar, Castro cuenta con un consejero adicional de tiempo completo (Acción 6.5). Este consejero impartió sesiones individuales en grupos pequeños con los estudiantes, así como clases socioemocionales mensuales. El consejero escolar de Castro ha atendido a 23 estudiantes este año escolar, ya sea en sesiones grupales o individuales. Esto representa 9 estudiantes más que en el año escolar 2023-2024. Este puesto será aún más importante en el año escolar 2025-26, ya que el Distrito prevé una reducción de personal en el Centro de Bienestar de un trabajador social de 1.0 FTE a 0.5 FTE.

El Distrito seguirá ofreciendo un kínder de transición en la Escuela Castro (Acción 6.6). Según los datos de matriculación del curso escolar 2025-26, 22 familias del barrio de Castro se han inscrito en kínder de transición y han sido asignadas allí el próximo año.

Castro continuará implementando un horario maestro que incluye bloques de instrucción comunes por grado para matemáticas y ELA, bloques de Respuesta a la Instrucción/Intervención en Lectura para varios grados, y enseñanza en equipo en matemáticas con un período de desayuno para toda la escuela (Acción 6.7). El horario es efectivo porque los bloques de RTI y D-ELD para toda la escuela aumentan la colaboración docente y se enfocan en la instrucción básica y la intervención académica. Incluso con bloques ininterrumpidos para ELA, matemáticas y ELD designado, los minutos de instrucción se vieron afectados por otras restricciones de programación (Arte, Música, Biblioteca, Playworks - Tiempo de Juego en Clase, Lecciones de SEL, Excursiones, Aula Viviente). El personal trabajará con socios dentro y fuera del Distrito para tratar de encontrar una manera de maximizar el tiempo de instrucción y aún brindar a los estudiantes acceso a una variedad de actividades y experiencias extracurriculares. El desayuno se proporcionó durante los primeros 15 minutos de la jornada escolar en 2024-25. Los datos recopilados indican que los estudiantes prefieren tener acceso al Desayuno de Segunda Oportunidad en el Recreo. El Distrito volverá a este proceso y proporcionará refrigerios en el aula para los estudiantes que lleguen a la escuela sin haber comido (Acción 6.7).

Castro contaba con un equipo centralizado de datos que analizaba los datos de las evaluaciones para ajustar los grupos de Respuesta a la Instrucción, Intervención Lectora y Desarrollo del Idioma Inglés al final de cada trimestre (Acción 6.8). El equipo se reunía mensualmente e incluía al director, el asesor, SCEF, ARIS, el docente de aula, el docente de estudiantes recién llegados y el administrador del distrito (Acción 6.8). El equipo utilizó un protocolo de datos específico para revisar los datos académicos, de comportamiento y de asistencia. Este proceso fue eficaz, ya que el enfoque simplificado permitió a los docentes centrarse en la planificación de una instrucción diferenciada y específica para sus grupos de estudiantes, y el proceso centralizado permitió una mayor frecuencia de recopilación de datos y ajustes más rápidos.

El Distrito contrató a un maestro recién llegado con un equivalente a tiempo completo (FTE) para la Escuela Castro (Acción 2.9). Cincuenta y dos estudiantes recibieron instrucción en el curso 2024-25 y tres se graduaron. Además de desarrollar las habilidades de comunicación necesarias, este tiempo dedicado crea un espacio seguro para que los estudiantes nuevos en Castro y el país puedan hacer preguntas y recibir apoyo.

Playworks brindó apoyo y estructura durante el recreo y el almuerzo, y mejoró la seguridad, la participación y las habilidades de liderazgo de los estudiantes de Castro en el ciclo escolar 2024-25 (Acción 6.10). Contar con un entrenador de Playworks fue eficaz para apoyar el comportamiento y las interacciones sociales de los estudiantes durante el recreo. El entrenador también brindó oportunidades de liderazgo a los estudiantes mayores para que se convirtieran en entrenadores junior y aprendieran a gestionar conflictos y a desarrollar habilidades de comunicación.

El único inconveniente es que los juegos en el aula restan tiempo de instrucción y, en lugar de semanales, tuvieron que ajustarse a dos veces al mes. Para el curso 2025-26, las escuelas Castro y Mistral compartirán un entrenador de Playworks. Tanto Castro como Mistral contaron con Playworks en 2024.

25. Mistral también tiene limitaciones de horario, ya que es una escuela de inmersión dual en español. Dado que Castro y Mistral comparten campus, es lógico que tengan un solo entrenador de Playworks.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

Acción 6.4: Centro de Bienestar - El Distrito planea continuar su colaboración con la Oficina de Educación del Condado de Santa Clara, aunque se le ha informado que, debido a la reducción de fondos, se reducirá la dotación de personal del Centro de Bienestar Castro. Se prevé que habrá un enlace de tiempo completo y un trabajador social disponibles el 50 % del tiempo.

Acción 6.7: Nuevo horario diario/Desayuno: El desayuno se ofreció durante los primeros 15 minutos de la jornada escolar en el curso escolar 2024-25. Los datos recopilados indican que los estudiantes prefieren tener acceso al Desayuno de Segunda Oportunidad durante el recreo. El Distrito volverá a este proceso y proporcionará refrigerios en el aula a los estudiantes que lleguen a la escuela sin haber comido (Acción 6.7).

Acción 6.10: Playworks - Para el curso 2025-26, Castro compartirá un tutor de Playworks con la Escuela Mistral. Tanto Castro como Mistral contaron con Playworks en el curso 2024-25. Mistral también tiene limitaciones de horario, ya que es una escuela de inmersión dual en español. Dado que Castro y Mistral comparten campus, es lógico que cuenten con un tutor de Playworks para apoyar a ambos centros.

El informe de los Gastos Reales Estimados Totales correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual. El informe de los Porcentajes Reales Estimados de Servicios Mejorados correspondientes a las acciones del año pasado se encuentra en la Tabla de Actualización Anual de Acciones Contributivas.

Comportamiento

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|------------------------------------|---|----------------|---------------|
| 6.1 | Subvención en Bloque de Emergencia | <p>para la Recuperación del Aprendizaje del Equipo de Alfabetización Temprana (LREBG)</p> <p>El Equipo de Alfabetización Temprana (véase también la Acción 1.14) dedicará el 40 % de su tiempo a apoyar a los estudiantes de la escuela Castro en el curso escolar 2025-26. En colaboración con el equipo del centro, se ajustará el horario general para incluir bloques de intervención comunes y de enseñanza de nivel 1.</p> <p>El Equipo de Alfabetización Temprana apoyará específicamente a la escuela Castro en general y a los grupos de estudiantes que tuvieron indicadores rojos en el Tablero de California (estudiantes de inglés, estudiantes hispanos/latinos y estudiantes en desventaja socioeconómica), así como a los estudiantes con discapacidades.</p> <p>Subvención en Bloque de Emergencia para la Recuperación del Aprendizaje. La evaluación de necesidades del Distrito ha identificado la alfabetización temprana como una necesidad, especialmente en algunas escuelas del Distrito (véase la Acción 1.14). Al final del año escolar 2022-23, el 67 % de los alumnos de segundo grado leían a nivel de grado (26 % en Castro, 51 % en Monta Loma, 56 % en Mistral, 58 % en Theuerkauf) y el 14 % de los alumnos de segundo grado leían a nivel de kínder (44 % en Castro, 23 % en Monta Loma, 18 % en Mistral). Esta necesidad también se sustenta en los resultados del Panel de Control de 2024, donde se incluyen los grupos de estudiantes (hispanos/latinos, estudiantes de inglés y estudiantes con desventajas socioeconómicas en estas escuelas).</p> | \$452,965.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| | | <p>Tienen calificaciones bajas o muy bajas en Lengua y Literatura Inglesas. Sin habilidades fundamentales sólidas, los estudiantes no pueden o tienen dificultades para pasar de aprender a leer a leer para aprender de segundo a tercer grado.</p> <p>Métricas 1.18 y 1.19</p> <p>El Distrito planea gastar \$615,550 en el año escolar 2025-26 (Meta 1.14: \$279,448 y Meta 6.1: \$336,102). El Distrito mantendrá un Equipo de Alfabetización Temprana en los años escolares 2026-27 (\$1,215,374) y 2027-28 (\$906,177) y utilizará los fondos restantes de LREBG para este propósito. Los fondos se gastarán en su totalidad en el año escolar 2027-28.</p> <p>Castro</p> <p>Artes del lenguaje inglés Castro</p> <p>Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> | | |
| 6.2 | Supervisor en Riesgo | <p>En el ciclo lectivo 2025-26, Castro seguirá contando con 2.0 Supervisores en Riesgo (equivalentes a tiempo completo) (igual que en el ciclo lectivo 2024-25). Los fondos para estos puestos se detallan en la Meta 2, Acción 1.</p> <p>Esta acción apoyará específicamente a la escuela Castro a abordar el indicador rojo en el Tablero de California para las tasas de suspensión.</p> | \$0.00 | No |
| 6.3 | Facilitador de participación escolar y comunitaria | <p>En 2025-26, Castro seguirá contando con 1,5 facilitadores de participación escolar y comunitaria de tiempo completo, lo mismo que en 2024-25.</p> <p>La financiación para esta acción está incluida en el Objetivo 3, Acción 1, por lo que no se enumeran gastos para esta acción.</p> <p>Los facilitadores de participación escolar y comunitaria actúan como enlace entre los estudiantes, el personal y los padres para eliminar las barreras y mejorar el aprendizaje de los estudiantes.</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|---------------------|---|----------------|---------------|
| | | <p>y logros académicos. Las responsabilidades incluirán, entre otras, servir de recurso a estudiantes y padres en relación con las agencias del distrito y la comunidad, recursos, educación para padres y otros eventos y actividades vinculados con resultados estudiantiles sólidos y positivos. Los facilitadores de participación escolar y comunitaria se asignan según el porcentaje de estudiantes de las escuelas que son estudiantes de inglés, estudiantes en situación de desventaja socioeconómica o jóvenes en hogares de acogida (conteo no duplicado).</p> | | |
| 6.4 | Centro de bienestar | <p>A través de una asociación con la Oficina de Educación del Condado de Santa Clara, La Escuela Castro cuenta con un Centro de Bienestar atendido por un consejero capacitado para Apoyar las necesidades de salud mental de los estudiantes y el personal.</p> <p>Esta colaboración continuará durante el año escolar 2025-26, aunque el Distrito prevé una reducción de personal debido a la reducción de las subvenciones. Se prevé que habrá un enlace a tiempo completo y un trabajador social disponibles el 50 % del tiempo. Este servicio no tiene costo directo para el Distrito.</p> <p>Esta acción apoyará específicamente a la escuela Castro a abordar los indicadores rojos en el Tablero de California:</p> <p>Castro</p> <p>Artes del lenguaje inglés</p> <p>Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> <p>Tasas de suspensión</p> | \$0.00 | No |
| 6.5 | Consejero adicional | <p>En 2025-26, Castro seguirá teniendo un consejero de 1.0 FTE. Financiamiento para El 1,0 FTE está incluido en el Objetivo 2, Acción 10, por lo que no se incluye financiación aquí.</p> <p>También se prevé que la Escuela Castro cuente con un trabajador social de 0,5 FTE a través del Centro de Bienestar (Objetivo 6, Acción 4).</p> <p>Esta acción apoyará específicamente a la escuela Castro a abordar los indicadores rojos en el Tablero de California:</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|----------------------------------|---|----------------|---------------|
| | | Castro Artes del lenguaje inglés Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas Tasas de suspensión | | |
| 6.6 | Jardín de infancia de transición | El Distrito seguirá ofreciendo un kínder de transición en Castro para ofrecer una programación más consistente a las familias del vecindario (el preescolar también se encuentra en este campus). En años anteriores, al no haber un kínder de transición disponible en Castro, las familias podrían no inscribir a sus hijos debido a la falta de transporte a otro centro, lo que reduce el acceso de los estudiantes a la educación esencial. Según la matrícula del ciclo escolar 2025-26, ya hay 23 estudiantes inscritos. | \$130,495.00 | No |
| 6.7 | Nuevo horario diario/desayuno | <p>En el ciclo escolar 2025-26, Castro seguirá implementando el nuevo horario diario. Este contará con bloques de 50 minutos para la instrucción, descansos comunes para los grados 1.º a 5.º y permitirá la respuesta a la instrucción entre grados cada día. El nuevo horario también permitirá la enseñanza en equipo en matemáticas.</p> <p>Con base en los datos recopilados en 2024-25, Castro pasará a brindar un desayuno de segunda oportunidad durante el recreo para todos los estudiantes y también proporcionará refrigerios en las aulas para que los estudiantes los coman si llegan a la escuela sin haber comido.</p> <p>Esta acción no tiene financiación ya que es parte de las responsabilidades regulares del personal y el Distrito es parte de California. s Programa Universal de Comidas por lo que el desayuno no tiene costo.</p> <p>Las visitas a escuelas eficaces como Castro, tanto en California como en Nueva Jersey, revelaron la necesidad de que Castro ofreciera desayuno a toda la escuela durante la jornada escolar. Los centros visitados aprovecharon este tiempo para fomentar la comunidad al incorporar el desayuno en las reuniones matutinas, lo que permitió desestigmatizar el acceso a alimentos y recursos. Además, las visitas demostraron la necesidad de que Castro tuviera un horario diario consistente que priorizara...</p> | \$6,200.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|------------------------------|--|----------------|---------------|
| | | <p>bloques de instrucción más largos para priorizar la instrucción de nivel 1 y proporcionar bloques de intervención comunes para que los equipos puedan trabajar juntos para compartir estudiantes.</p> <p>Esta acción apoyará específicamente a la escuela Castro a abordar los indicadores rojos en el Tablero de California:</p> <p>Castro</p> <p>Artes del lenguaje inglés</p> <p>Estudiantes de inglés, estudiantes hispanos y estudiantes con desventajas socioeconómicas en ELA y/o matemáticas</p> <p>Tasas de suspensión</p> | | |
| 6.8 | Equipo de datos centralizado | <p>En el ciclo escolar 2025-26, Castro continuará implementando un equipo de datos en cada escuela, que incluirá al director, un asesor pedagógico, un especialista en intervención de lectura, un especialista, un maestro en asignación especial de inglés (TOSA) y un maestro de estudiantes recién llegados. Este equipo analizará los datos y creará grupos de estudiantes para la Respuesta a la Instrucción y el Desarrollo del Idioma Inglés (EDI), de modo que los maestros puedan centrarse en la planificación y la impartición de la instrucción. Este proceso apoyará los resultados académicos, especialmente para estudiantes hispanos, en situación de desventaja socioeconómica, sin hogar, estudiantes de inglés, estudiantes de inglés a largo plazo y estudiantes con discapacidades.</p> <p>Esta acción no tiene financiación ya que forma parte de las responsabilidades regulares del personal.</p> <p>Las visitas a escuelas eficaces como Castro, tanto en California como en Nueva Jersey, revelaron la necesidad de prácticas eficaces, incluyendo la gestión de datos por parte de un equipo local, lo que aliviará la carga de agrupar a los estudiantes de los docentes y les permitirá centrarse en la instrucción. La gestión de datos por parte de un equipo central promoverá la transparencia de datos en toda la escuela y...</p> <p>propiedad.</p> <p>Esta acción apoyará específicamente a la escuela Castro a abordar los indicadores rojos en el Tablero de California:</p> <p>Castro</p> <p>Artes del lenguaje inglés</p> | \$0.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--|---|----------------|---------------|
| | | <p>Estudiantes de inglés, hispanos y con desventajas socioeconómicas en ELA y/o matemáticas</p> <p>Tasas de suspensión</p> | | |
| 6.9 | Profesor recién llegado dedicado | <p>En el año escolar 2025-26, Castro seguirá contando con un maestro recién llegado dedicado. Castro tiene el mayor número de estudiantes recién llegados en el Distrito. La financiación para el ETP adicional está incluida en el Objetivo 1, Acción 11, por lo que no se incluye financiación aquí.</p> | \$0.00 | No |
| 6.10 | Obras de teatro | <p>El Distrito continuará asociándose con Playworks para brindar apoyo y estructura al recreo y al almuerzo y mejorar la seguridad, la participación y las habilidades de liderazgo de los estudiantes.</p> <p>En 2025-26, Castro compartirá un entrenador de Playworks con Mistral School, en lugar de tener un entrenador de tiempo completo.</p> <p>Tanto Castro como Mistral tuvieron Playworks en el curso 2024-25. Mistral también tiene limitaciones de horario, ya que es una escuela de inmersión dual en español. Dado que Castro y Mistral comparten áreas al aire libre, tiene sentido que tengan un entrenador Playworks para apoyar ambos sitios.</p> <p>Las escuelas pueden y deben crear entornos de juego que ayuden a los niños a alcanzar su máximo potencial. Los estudios demuestran la importancia del recreo: un enfoque reflexivo del recreo mejora la salud física y el aprendizaje socioemocional de los niños.</p> | \$38,000.00 | No |
| 6.11 | Apoyo administrativo adicional - Subdirector | <p>En el ciclo escolar 2025-26, el Distrito incorporará un subdirector con 0.5 FTE a la Escuela Castro. Esto le permitirá centrarse en el liderazgo y el apoyo educativo, supervisando a todo el personal de apoyo adicional del plantel.</p> | \$135,947.00 | No |

| Acción # | Título | Descripción | Fondos totales | Contribuyendo |
|----------|--------|-------------|----------------|---------------|
| | | | | |

Servicios aumentados o mejorados para jóvenes de crianza temporal, estudiantes de inglés y de bajos recursos Estudiantes de bajos ingresos [2025-26]

| | |
|--|---|
| Subvenciones suplementarias y/o de concentración LCFF proyectadas totales: | Subvención proyectada adicional del 15 por ciento para la concentración de LCFF |
| \$3,502,403 | \$0 |

Porcentaje requerido para aumentar o mejorar los servicios para el año LCAP

| Porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar | Transferencia de LCFF — Porcentaje | Transferencia de LCFF — Dólar | Porcentaje total a aumentar o mejorar los servicios para el futuro Año escolar |
|---|------------------------------------|-------------------------------|--|
| 6.621% | 0.000% | \$0.00 | 6.621% |

Los gastos presupuestados para las acciones identificadas como contributivas se pueden encontrar en la Tabla de Acciones Contributivas.

Descripciones requeridas

Acciones a nivel de toda la LEA y de toda la escuela

Para cada acción que se proporcione a una LEA o escuela en su totalidad, proporcione una explicación de (1) las necesidades identificadas únicas del grupo o grupos de estudiantes no duplicados para quienes está dirigida principalmente la acción, (2) cómo está diseñada la acción para abordar las necesidades identificadas y por qué se proporciona a nivel de LEA o de toda la escuela, y (3) las métricas utilizadas para medir la efectividad de la acción para mejorar los resultados para el grupo o grupos de estudiantes no duplicados.

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo las acciones abordan las necesidades y por qué lo hacen Proporcionado a nivel de toda la LEA o de toda la escuela | Métrica(s) a monitorear Eficacia |
|---------------------|--|---|---|
| 1.1 | <p>Acción: Entrenadores instructivos</p> <p>Necesidad: Si bien el Distrito tuvo calificaciones generales de Altas en ELA y Matemáticas, las calificaciones bajas para Inglés Estudiantes y socioeconómicamente Estudiantes desfavorecidos en el idioma inglés Artes y matemáticas para estos grupos de estudiantes</p> | <p>Para abordar la brecha de desempeño en ELA y matemáticas para estudiantes de inglés, jóvenes de crianza y estudiantes socioeconómicos Estudiantes económicamente desfavorecidos MVWSD está invirtiendo en un equipo de capacitación instructiva, junto con otros programas e iniciativas, para apoyar a los maestros en la mejora de sus prácticas instructivas con un enfoque en cerrar la brecha de logros para los estudiantes, incluidos los estudiantes socioeconómicamente desfavorecidos.</p> <p>Estudiantes desfavorecidos, estudiantes de inglés, familias de acogida</p> | <p>El Distrito está utilizando varias métricas para medir este objetivo, entre ellas:</p> <p>1.1: Resultados de la CAASPP - ELA 1.2: Resultados de CAASPP - matemáticas</p> |

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo las acciones abordan las necesidades y por qué lo hacen Proporcionado a nivel de toda la LEA o de toda la escuela | Métrica(s) a monitorear Eficacia |
|---------------------|---|--|---|
| | <p>indican la necesidad de seguir ofreciendo programas para orientar el apoyo a estos grupos.</p> <p>Los datos del Distrito I-Ready del Diagnóstico 2 del ciclo escolar 2024-25 también confirman la necesidad de mejorar las prácticas docentes para abordar las brechas de aprendizaje. Solo el 22 % de los estudiantes con desventaja socioeconómica (SED) y el 16 % de los estudiantes que aprenden inglés (ELL) obtuvieron un nivel competente en el Diagnóstico 2.</p> <p>Alcance: XLEA en todo el país</p> | <p>Jóvenes y otros subgrupos identificados. El Distrito contará con un instructor de educación con un equivalente a 1.0 FTE en cada escuela primaria, las escuelas secundarias compartirán 4.0 FTE (1.0 en matemáticas, 1.0 en ciencias, 1.0 en ELA y 1.0 en estudios sociales) y un instructor de Desarrollo del Idioma Inglés (1.0 en inglés) dedicado a las necesidades de los estudiantes de inglés y los recién llegados. El Distrito añadirá un instructor de educación especial con un equivalente a 1.0 FTE. Estos instructores brindarán capacitación, modelarán lecciones, desglosarán datos por grupo estudiantil y capacitarán a los docentes para garantizar que sus prácticas respondan a las necesidades de estos estudiantes.</p> <p>Las investigaciones demuestran claramente que los docentes son el factor escolar más importante que afecta el rendimiento estudiantil. Los estudiantes, especialmente los de bajos recursos, los estudiantes de inglés como segundo idioma y los jóvenes en hogares de acogida, necesitan tener acceso a docentes altamente eficaces. Creemos que invertir en una mejor práctica docente es fundamental para mejorar los resultados en lectura y matemáticas de nuestros estudiantes no duplicados. Esta acción continúa siendo prioritaria este año y hemos determinado su eficacia porque el 78 % (+2 puntos porcentuales PP) de los docentes estuvo de acuerdo o muy de acuerdo en la encuesta anual del Distrito sobre el LCAP/Contexto Educativo: "El asesor pedagógico me ayuda a mejorar mi práctica".</p> | <p>1.3: Resultados de la CAASPP - Ciencias</p> <p>1.9: Lectura preparada para mí</p> <p>1.10: I-Ready Reading: un año de crecimiento</p> <p>1.11: Matemáticas listas para usar</p> <p>1.12: Matemáticas I-Ready: Crecimiento de un año</p> <p>1.17: Distrito</p> <p>Encuesta sobre clima/LCAP - Entrenadores instructivos</p> |
| 1.5 | <p>Acción: Respuesta a la instrucción</p> <p>Necesidad: Si bien el Distrito tuvo calificaciones generales de Altas en ELA y Matemáticas, las calificaciones bajas para Inglés Estudiantes y socioeconómicamente</p> | <p>La Iniciativa de Respuesta a la Instrucción del Distrito se desarrolló como una estrategia para cerrar la brecha de rendimiento existente mediante la incorporación de más docentes en los distintos grados. Esto permite a las escuelas reducir la proporción de docentes por alumno mediante grupos pequeños que apoyan a nuestros estudiantes con mayores dificultades, como los estudiantes de inglés y los estudiantes socioeducativos.</p> | <p>El Distrito está utilizando varias métricas para medir este objetivo incluyendo: 1.1: Resultados de la CAASPP - ELA</p> |

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo las acciones abordan las necesidades y por qué lo hacen Proporcionado a nivel de toda la LEA o de toda la escuela | Métrica(s) a monitorear Eficacia |
|---------------------|---|---|--|
| | <p>Los estudiantes desfavorecidos en lengua y literatura inglesa y matemáticas de estos grupos de estudiantes indican la necesidad de seguir ofreciendo programas dirigidos a brindar apoyo específico a estos grupos.</p> <p>Los resultados de la evaluación iReady del Distrito de diciembre de 2024 indican que estos mismos estudiantes siguen presentando un rezago académico considerable. Los resultados varían con respecto a los de diciembre de 2023. Vea los resultados a continuación:</p> <p>En o por encima del nivel de grado en lectura</p> <p>Estudiantes de inglés 2024 - 16% (+4 desde 2023)</p> <p>Desfavorecidos socioeconómicamente 22% (0 ganancia a partir de 2023)</p> <p>Solo inglés - 75% (+1 a partir de 2023)</p> <p>Reclasificado como competente en inglés (2023): 61 % (+2 % en comparación con 2023)</p> <p>A nivel de grado o superior en matemáticas</p> <p>Estudiantes de inglés 2024- 11% (igual que 2023)</p> <p>Desfavorecidos socioeconómicamente 2024 - 13% (-2% respecto a 2023)</p> <p>Sólo en inglés 2024 - 64% (-1 respecto a 2023)</p> <p>Reclasificado como competente en inglés fluido - 2024 - 53% (-1 respecto a 2023)</p> <p>Alcance: XLEA en todo el país</p> | <p>Estudiantes con Desventajas Económicas en todas las escuelas. Las calificaciones naranjas para Estudiantes de Inglés y Estudiantes con Desventajas Socioeconómicas en Lengua Inglesa y Matemáticas en el Tablero de California indican la necesidad de continuar ofreciendo este programa junto con otros programas para enfocar el apoyo a estos grupos estudiantiles. Se espera que la reducción de la proporción de alumnos por maestro y la atención a las necesidades de los estudiantes resulten en mejores resultados en lectura y matemáticas.</p> <p>Esta acción continúa siendo prioritaria este año, junto con otros programas e iniciativas, ya que el 66 % de los padres que respondieron a la encuesta LCAP/Climate del Distrito indicaron que estaban de acuerdo o muy de acuerdo con el apoyo que sus hijos reciben en respuesta a la instrucción. Además, el 65 % de los padres/tutores de estudiantes que aprenden inglés indicaron que los estudiantes de inglés reciben los recursos y el apoyo que necesitan en respuesta a la instrucción, y el 73 % de los padres/tutores de estudiantes que reciben almuerzo gratuito o a precio reducido indicaron que reciben los recursos y el apoyo que necesitan en respuesta a la instrucción.</p> | <p>1.2; Resultados de CAASPP - matemáticas</p> <p>1.3: Resultados de la CAASPP - Ciencias</p> <p>1.9: Lectura preparada para mí</p> <p>1.10: I-Ready Reading: un año de crecimiento</p> <p>1.11: Matemáticas listas para usar</p> <p>1.12: Matemáticas I-Ready: Crecimiento de un año</p> <p>1.17: Encuesta sobre el clima distrital/LCAP: Respuesta a la intervención</p> |
| 3.1 | Acción: | MVWSD continuará con esta acción y espera que sea efectiva porque al invertir en la escuela y | |

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo las acciones abordan las necesidades y por qué lo hacen Proporcionado a nivel de toda la LEA o de toda la escuela | Métrica(s) a monitorear Eficacia |
|---------------------|---|---|--|
| | <p>Participación escolar y comunitaria Facilitadores (SCEF)</p> <p>Necesidad: MVWSD continuará invirtiendo en facilitadores de participación escolar y comunitaria con una mayor asignación a los sitios con mayores poblaciones de estudiantes de inglés, jóvenes de crianza temporal y estudiantes de bajos ingresos.</p> <p>Los facilitadores de participación comunitaria trabajan directamente con las familias para conectarlas con los recursos necesarios para el éxito estudiantil y familiar. Muchas de nuestras familias, principalmente estudiantes de inglés, estudiantes con dificultades socioeconómicas y jóvenes en hogares de acogida, tienen dificultades para asistir y participar en la escuela, además de tener un bajo rendimiento académico.</p> <p>Esto se debe a diversas razones, como la inseguridad alimentaria o habitacional, la falta de espacio adecuado para el aprendizaje y problemas de salud mental, entre otras.</p> <p>Muchos de estos problemas ya existían antes de la pandemia y siguen existiendo incluso ahora que han pasado varios años.</p> <p>Los SCEF también desempeñaron un papel clave en el plan del Distrito para reducir las tasas de ausentismo crónico de nuestros estudiantes sin hogar en los ciclos 2023-23 y 2023-24. Los resultados del Tablero de California mostraron una disminución de 10.7 puntos porcentuales con respecto al ciclo escolar 2021-22 para estos estudiantes (32%). Los resultados del Tablero de 2024 muestran otra disminución de 7.2 puntos porcentuales en las tasas de ausentismo crónico (24.8%) para 2023-24 para los estudiantes sin hogar. Tasas de ausentismo crónico para estudiantes con</p> | <p>Facilitadores de participación comunitaria: fortaleceremos la conexión entre el hogar y la escuela y aumentaremos la participación, medida a través de datos de encuestas, lo que resultará en mejores resultados educativos y personales para los estudiantes y las familias.</p> <p>En la encuesta LCAP/Climate del Distrito, el 86% (+7 puntos porcentuales desde 2024) del personal está de acuerdo o muy de acuerdo en que los facilitadores de participación escolar y comunitaria son eficaces para fomentar la participación de los padres/tutores en mi escuela. Además, el 80% (+2 puntos porcentuales 3.2 El porcentaje de 2024) de los encuestados que son familias o padres/tutores de estudiantes que hablan inglés está de acuerdo o muy de acuerdo en que el Distrito está brindando a las familias todas las oportunidades para brindarles información sobre las políticas y el 90% (+3 puntos porcentuales desde 2024) estuvo de acuerdo o muy de acuerdo en que los facilitadores de participación escolar y comunitaria alentaron la implementación de estrategias para la participación de los padres en la escuela.</p> <p>de Padres (estudiantes de inglés, en un 40% este año con respecto a 2022-23 también se puede atribuir a la labor de divulgación realizada por nuestro equipo de SCEF.</p> | <p>3.1 El porcentaje de familias que estuvieron de acuerdo o muy de acuerdo en que el Distrito está desarrollando la capacidad y apoyando a los miembros de la familia para participar de manera efectiva en grupos asesores y en la toma de decisiones sobre la Encuesta LCAP/Clima.</p> <p>El aumento de la participación en los grupos de la Universidad a 2022-23 también se puede atribuir a la labor de divulgación realizada por nuestro equipo de SCEF.</p> <p>Estudiantes socioeconómicamente desfavorecidos, hispanos/latinos y estudiantes con discapacidades) de la comunidad escolar en la Encuesta LCAP/Clima.</p> <p>3.6 El porcentaje de familias que están de acuerdo o muy de acuerdo en que se les anima a participar en eventos escolares.</p> |

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo las acciones abordan las necesidades y por qué lo hacen Proporcionado a nivel de toda la LEA o de toda la escuela | Métrica(s) a monitorear Eficacia |
|---------------------|---|---|---|
| | <p>Las discapacidades disminuyeron 8.7 puntos porcentuales en el ciclo escolar 2023-24, alcanzando el 19.9%. El Distrito continuará monitoreando las tasas de ausentismo crónico de los estudiantes con discapacidades y personas sin hogar.</p> <p>Estudiantes por SCEF 2025-26.</p> <p>Además, el Distrito ha observado un aumento en el porcentaje de familias que se identifican como personas sin hogar. En el ciclo escolar 2021-22, el porcentaje fue del 5% (236 familias) y en el ciclo escolar 2023-24, del 7% (301 familias). Al 30 de marzo de 2025, el Distrito tenía 252 estudiantes identificados como personas sin hogar. Para el ciclo escolar 2024-25, el Distrito seguirá contando con un SCEF adicional, específicamente enfocado en los estudiantes de McKinney-Vento (personas sin hogar).</p> <p>Alcance: XLEA en todo el país</p> | | <p>en la Encuesta LCAP/Clima.</p> <p>2.2 Ausentismo crónico tarifas específicas para Estudiantes sin hogar y Estudiantes con discapacidades</p> |

Acciones limitadas

Para cada acción que se brinde únicamente a uno o más grupos de estudiantes no duplicados, proporcione una explicación de (1) las necesidades identificadas únicas de los grupos de estudiantes no duplicados a los que se sirve, (2) cómo está diseñada la acción para abordar las necesidades identificadas y (3) cómo se medirá la efectividad de la acción para mejorar los resultados de los grupos de estudiantes no duplicados.

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo se diseñan las acciones para abordar Necesidades) | Métrica(s) a monitorear Eficacia |
|---------------------|--|--|---|
| 1.7 | <p>Acción: Financiamiento específico para el apoyo a estudiantes</p> <p>Necesidad: Todas las escuelas en MVWSD tienen estudiantes de inglés y estudiantes con desventajas socioeconómicas.</p> | <p>A través de los comentarios de las partes interesadas, aprendimos que es importante que el Distrito tome decisiones sobre el cumplimiento de varias métricas para estas necesidades también sea parte de la planificación basada en el sitio.</p> <p>A todos los sitios se les asignarán fondos adicionales en función de su recuento no duplicado para brindar servicios complementarios basados en el sitio y apoyo para el inglés.</p> | <p>medir este objetivo incluyendo: 1.1: Resultados de la CAASPP - ELA</p> |

| Objetivo y Acción # | Necesidad(es) identificada(s) | Cómo se diseñan las acciones para abordar Necesidades) | Métrica(s) a monitorear Eficacia |
|---------------------|---|---|--|
| | <p>Los estudiantes y algunos tienen estudiantes identificados como jóvenes de crianza temporal. Además, cada escuela en nuestro Distrito es única y sus estudiantes no duplicados tienen necesidades diferentes.</p> <p>Los porcentajes de estos estudiantes en cada centro varían, y las brechas de rendimiento entre todos los estudiantes y estos grupos son altas. Cada centro necesita fondos específicos para atender las necesidades de estos grupos.</p> <p>Alcance: Limitado a grupos de estudiantes no duplicados</p> | <p>Estudiantes, estudiantes con desventaja socioeconómica y jóvenes en hogares de acogida. La financiación adicional permite a las escuelas abordar estas necesidades de diversas maneras, incluyendo la contratación de personal certificado adicional para brindar intervención antes, durante y después del horario escolar, y la adquisición de programas complementarios para abordar deficiencias o habilidades específicas. Estos servicios se suman a los apoyos que ya se ofrecen a nivel distrital. Esta acción continúa siendo prioritaria este año y hemos determinado que es eficaz, ya que la provisión de estos fondos adicionales a nivel de escuela, junto con otros programas de la escuela y del Distrito, debería mejorar los resultados académicos de los estudiantes mediante apoyos específicos para el alumnado no duplicado de la escuela.</p> | <p>1.2; Resultados de CAASPP - matemáticas 1.3: Resultados de la CAASPP - Ciencias 1.9: Lectura preparada para mí 1.10: I-Ready Reading: un año de crecimiento 1.11: Matemáticas listas para usar 1.12: Matemáticas I-Ready: Crecimiento de un año</p> |

Para cualquier acción limitada que contribuya a satisfacer el requisito de aumento o mejora de servicios que esté asociado con un porcentaje planificado de servicios mejorados en la tabla de resumen de contribuciones en lugar de un gasto de fondos LCFF, describa la metodología que se utilizó para determinar la contribución de la acción hacia el porcentaje proporcional, según corresponda.

Financiación adicional de subvenciones de concentración

Una descripción del plan sobre cómo se utilizará el financiamiento adicional de la subvención de concentración identificado anteriormente para aumentar la cantidad de personal que brinda servicios directos a los estudiantes en escuelas que tienen una alta concentración (más del 55 por ciento) de jóvenes de crianza temporal, estudiantes de inglés y estudiantes de bajos ingresos, según corresponda.

| Proporción de personal por estudiante por tipo de escuela y concentración de estudiantes no duplicados | Escuelas con una concentración de estudiantes del 55 por ciento o menos | Escuelas con una concentración de estudiantes superior al 55 por ciento |
|--|---|---|
| Relación personal-alumno del personal clasificado que presta servicios directos a los estudiantes | | |
| Relación personal-alumno del personal certificado que presta servicios directos a los estudiantes | | |

Tabla de gastos totales 2025-26

| Año LCAP | 1. Subvención base LCFF proyectada (Ingrese el monto en dólares) | 2. Subvenciones suplementarias y/o de concentración proyectadas de la LCFF (Ingrese el monto en dólares) | 3. Porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar (2 dividido por 1) | Transferencia de LCFF — Porcentaje (Porcentaje de entrada de Año anterior) | Porcentaje total para aumentar o mejorar los servicios para el próximo año escolar (3 + % de arrastre) |
|----------|---|---|--|---|---|
| Totales | 52.902.364 | 3.502.403 | 6.621% | 0.000% | 6.621% |

| Totales | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos totales | Personal total | Total no personal |
|---------|----------------|------------------------|----------------|------------------|-----------------|-----------------|-------------------|
| Totales | \$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 |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|--|---|--------------------------------------|---|--|----------------|-------------------|----------------|------------------------|----------------|------------------|-------------|----------------|--|
| 1 | 1.1 | Entrenadores instructivos | Estudiantes de inglésX Jóvenes de acogidaX Bajos ingresosX | Sí | LEA-wideX | Inglés AprendicesX Jóvenes de acogidaX Bajos ingresosX | Todo EscuelasX | En curso | \$3,108,241.00 | \$0.00 | \$3,108,241.00 | | | \$3,108,241.00 | |
| 1 | 1.2 | Entrenador de tecnología | Todo | No | | | Todo EscuelasX | En curso | \$178,423.00 | \$0.00 | | \$178,423.00 | | \$178,423.00 | |
| 1 | 1.3 | Plataforma de datos - Ciudad Escolar | Todo | No | | | Todo EscuelasX | En curso | \$0.00 | \$38,100.00 | | \$38,100.00 | | \$38,100.00 | |
| 1 | 1.4 | Evaluación iReady | Todo | No | | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 1 | 1.5 | Respuesta a la instrucción | Estudiantes de inglésX Jóvenes de acogidaX Bajos ingresosX | Sí | LEA-wideX | Inglés AprendicesX Jóvenes de acogidaX Bajos ingresosX | Todo EscuelasX | En curso | \$2,430,228.00 | \$0.00 | \$2,430,228.00 | | | \$2,430,228.00 | |
| 1 | 1.6 | Programación de verano para estudiantes con discapacidadesX | Estudiantes de inglés, estudiantes con desventajas socioeconómicas, jóvenes en hogares de acogida | No | | | Todo EscuelasX | Verano 2024 | \$0.00 | \$257,000.00 | | \$257,000.00 | | \$257,000.00 | |
| 1 | 1.7 | Estudiante objetivo Financiamiento de apoyo | Estudiantes de inglésX Jóvenes de acogidaX Bajos ingresosX | Sí | Circunscrito a Unduplicado Alumno Grupo(s)X | Inglés AprendicesX Jóvenes de acogidaX Bajos ingresosX | Todo EscuelasX | En curso | \$0.00 | \$354,538.00 | \$354,538.00 | | | \$354,538.00 | |
| 1 | 1.8 | Inglés designado Desarrollo del lenguaje - Estudiantes de inglés y | Idioma en Inglés Aprendices y Largo Término Inglés | No | | | Todo EscuelasX | En curso | \$0.00 | \$25,000.00 | | | \$25,000.00 | \$25,000.00 | |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado | Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|---|--|----------------------|-----------------|--|---------------------|----------------|-------------------|-------------|------------------------|----------------|------------------|--------------|--------------|--|
| | | Inglés a largo plazo Estudiantes | Estudiantes de idiomas | | | | | | | | | | | | | |
| 1 | 1.9 | Inglés designado Desarrollo del lenguaje - Estudiantes de inglés y Inglés a largo plazo Estudiantes | Idioma en Inglés Aprendices y Largo Término Inglés Estudiantes de idiomas | No | | Todo EscuelasX | En curso | \$0.00 | \$25,000.00 | | | | | \$25,000.00 | \$25,000.00 | |
| 1 | 1.10 | Inglés integrado Desarrollo del lenguaje - Estudiantes de inglés y Inglés a largo plazo Estudiantes | Estudiantes de inglés y Inglés a largo plazo Estudiantes | No | | Todo EscuelasX | En curso | \$0.00 | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | | \$25,000.00 | \$25,000.00 | |
| 1 | 1.11 | Idioma en Inglés Estudiantes - Recién Llegados Estudiantes | Idioma en Inglés Estudiantes - Estudiantes recién llegados | No | | Específico Escuelas: Graham Medio Escuela, Crittenden Medio Escuela, Vargas Elementory (Otro Elementory Las escuelas serán determinadas en verano 2024 basado en la inscripción para 2024-25). | En curso | \$537,027.00 | \$0.00 | | | | \$348,775.00 | \$188,252.00 | \$537,027.00 | |
| 1 | 1.12 | Apoyos para estudiantes con discapacidades - Asistencia diferenciada | Estudiantes con DiscapacidadesX | No | | Todo EscuelasX | En curso | \$0.00 | \$4,000.00 | | | | \$4,000.00 | | \$4,000.00 | |
| 1 | 1.13 | Sistema de múltiples niveles de Apoyo | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 1 | 1.14 | Equipo de alfabetización temprana | Estudiantes con DiscapacidadesX Estudiantes identificados como | No | | Específico Escuelas: Castro, | En curso | \$679,448.00 | \$0.00 | | | \$679,448.00 | | | \$679,448.00 | |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado | Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|--|--|----------------------|-----------------|---|---------------------|----------------|-------------------|-------------|------------------------|----------------|------------------|----------------|--------------|--|
| | | | tener dificultades de lectura a través de las evaluaciones de diagnóstico y de detección universales del Distrito. | | | Mistral, Monta Loma, Theuerkauf y Vargas Elementos Escuelas ry. | | | | | | | | | | |
| 1 | 1.15 | Acceso al curso | Todo | No | | Específico Escuelas: Crittenden Medio Escuela y Graham Medio Escuela | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 1 | 1.16 | ELPAC provisional Evaluaciones - Inglés Estudiantes de idiomas y Inglés a largo plazo Estudiantes de idiomas | Idioma en Inglés Estudiantes/Largo Plazo Estudiantes de inglés | No | | Todo EscuelasX | En curso | \$0.00 | \$5,000.00 | \$0.00 | \$0.00 | \$5,000.00 | \$0.00 | \$5,000.00 | \$0.00 | |
| 1 | 1.17 | Programación matemática y adopción curricular | Todo | No | | Específico Escuelas: Todo Elementos ry Escuelas K-5 | En curso | \$4,920.00 | \$0.00 | \$0.00 | \$0.00 | \$4,920.00 | \$0.00 | \$4,920.00 | \$0.00 | |
| 1 | 1.18 | Abordar los resultados académicos de los estudiantes sin hogar en ELA/Matemáticas: Asistencia diferenciada | Estudiantes sin hogar | No | | Todo EscuelasX | En curso | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | |
| 1 | 1.19 | Apoyando a los estudiantes Transición a la educación superior Escuela | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.1 | Supervisores en riesgo | Todo | No | | Específico Escuelas: Imai, Stevenso, Landels, Vargas, Crittenden, Graham, Mistral, Monta Loma, Theuerka | En curso | \$1,420,553.00 | \$0.00 | | | \$1,420,553.00 | | \$1,420,553.00 | \$0.00 | |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado | Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|--|---|----------------------|-----------------|--|---------------------|----------------|-------------------|-------------|------------------------|----------------|------------------|--------------|----------------|--|
| | | | | | | uf y Castro | | | | | | | | | | |
| 2 | 2.2 | Mejorar la asistencia Tarifas | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.3 | Abordar la enfermedad crónica Absentismo Asistencia diferenciada | Estudiantes con DiscapacidadesX Estudiantes sin hogar | No | | Todo EscuelasX | En curso | \$133,416.00 | \$0.00 | | | | | \$133,416.00 | \$133,416.00 | |
| 2 | 2.4 | Abordar la suspensión Tarifas - Diferenciadas Asistencia | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.5 | Apoyo al estudiante Comportamiento | Todo Estudiantes con DiscapacidadesX | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.6 | Objetivo adicional Apoyo y Mejora/Objetivo Apoyo y Mejora | Estudiantes con Discapacidades, personas sin hogar Estudiantes hispanos Estudiantes | No | | Específico Escuelas: Imai, Landels, Mistral, Graham, Vargas, Castro, Stevenso n, Monta Loma, y Theuerka uf | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 2 | 2.7 | Salud y bienestar Comité | Todo | No | | Todo EscuelasX | En curso | \$2,000.00 | \$0.00 | | | | \$2,000.00 | | \$2,000.00 | |
| 2 | 2.8 | Asociación con la escuela Servicios vinculados | Todo | No | | Todo EscuelasX | En curso | \$93,000.00 | \$100,522.00 | | | | \$193,522.00 | | \$193,522.00 | |
| 2 | 2.9 | Social estudiantil Salud emocional - Plan de estudios | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$66,000.00 | | | | \$66,000.00 | | \$66,000.00 | |
| 2 | 2.10 | Social estudiantil Salud emocional - Consejeros | Todo | No | | Todo EscuelasX | En curso | \$1,859,366.00 | \$0.00 | | | | \$1,859,366.00 | | \$1,859,366.00 | |
| 3 | 3.1 | Escuela y Comunidad Facilitadores de participación (SCEF) | Estudiantes de inglésX Jóvenes de acogidaX Bajos ingresosX | Sí | LEA-wideX | Inglés AprendicesX Jóvenes de acogidaX Bajos ingresosX | Todo EscuelasX | En curso | \$1,200,309.00 | \$0.00 | \$1,132,727.00 | | | \$67,582.00 | \$1,200,309.00 | |
| 3 | 3.2 | Equidad | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 3 | 3.3 | Participación de los padres - Universidad de padres | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | \$5,000.00 | |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado | Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|--|--|----------------------|-----------------|--|---------------------|----------------|-------------------|-------------|------------------------|----------------|------------------|-------------|--------------|--|
| 3 | 3.4 | Comunicación con los padres | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 3 | 3.5 | Prácticas de comunicación que satisfagan las necesidades de todas las familias | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 4 | 4.1 | Inducción de docentes | Todo | No | | Todo EscuelasX | En curso | \$529,447.00 | \$91,700.00 | | | | \$529,447.00 | \$91,700.00 | \$621,147.00 | |
| 4 | 4.2 | Retención de empleados y Apoyo | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 4 | 4.3 | Proceso de contratación | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 5 | 5.1 | Limpieza escolar | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 5 | 5.2 | Dispositivos tecnológicos | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$552,996.00 | | | | \$552,996.00 | | \$552,996.00 | |
| 5 | 5.3 | MVWSDConnect | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 5 | 5.4 | Comidas para estudiantes | Todo | No | | Todo EscuelasX | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 5 | 5.5 | Revisión de tecnología | Todo | No | | Todo EscuelasX | en curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.1 | Equipo de alfabetización temprana | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$452,965.00 | \$0.00 | | \$452,965.00 | | | | \$452,965.00 | |
| 6 | 6.2 | Supervisor de riesgo | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.3 | Escuela y Comunidad Facilitador de participación | Todo Estudiantes con DiscapacidadesX | No | | Específico Escuelas: Castro Escuela | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.4 | Centro de bienestar | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

| Objetivo # | Acción # | Título de la acción | ¿Grupos de estudiantes que contribuyen a aumentar o mejorar los servicios? | Alcance no duplicado | Alumno Grupo(s) | Ubicación | Intervalo de tiempo | Total Personal | Total no personal | Fondos LCFF | Otros fondos estatales | Fondos locales | Fondos federales | Fondos | Total Fondos | Planificado Porcentaje de mejora Servicios |
|------------|----------|--|--|----------------------|-----------------|--|---------------------|----------------|-------------------|-------------|------------------------|----------------|------------------|--------|--------------|--|
| 6 | 6.5 | Consejero adicional | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.6 | Transicional Kindergarten | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$130,495.00 | \$0.00 | | | | \$130,495.00 | | \$130,495.00 | |
| 6 | 6.7 | Nuevo horario diario/desayuno | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$6,200.00 | \$0.00 | \$0.00 | \$6,200.00 | \$0.00 | \$0.00 | \$6,200.00 | |
| 6 | 6.8 | Equipo de datos centralizados All | | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.9 | Recién llegado dedicado Maestro | Todo | No | | Específico Escuelas: Castro Elementos ry | En curso | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 6 | 6.10 | Obras de teatro | Todo | No | | Específico Escuelas: Castro Escuela | En curso | \$0.00 | \$38,000.00 | | | | \$38,000.00 | | \$38,000.00 | |
| 6 | 6.11 | Administrativo adicional Soporte - Asistente Principal | Todo | No | | Específico Escuelas: Castro Elementos Escuela Ry | En curso | \$135,947.00 | \$0.00 | | | | \$135,947.00 | | \$135,947.00 | |

Tabla de acciones contributivas 2025-26

| 1. Subvención base LCFF proyectada | 2. Subvenciones suplementarias y/ o de concentración proyectadas de la LCFF | 3. Porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar (2 dividido por 1) | Financiación LCFF Continuar - Porcentaje (Porcentaje respecto del anterior Año) | Total Porcentaje a Aumentar o Mejorar Servicios para los que vienen Año escolar (3 + % de arrastre) | 4. Total de gastos contributivos planificados (fondos LCFF) | 5. Porcentaje total planificado de servicios mejorados (%) | Planificado Porcentaje a Aumentar o Mejorar Servicios para los que vienen Año escolar (4 dividido por 1, más 5) | Totales por Tipo | LCFF total Fondos |
|------------------------------------|---|---|--|---|---|--|---|------------------------------|-------------------|
| 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 |
| | | | | | | | | En todo el LEA Total: | \$6,671,196.00 |
| | | | | | | | | Total limitado: \$354,538.00 | |
| | | | | | | | | En toda la escuela Total: | \$0.00 |

| Objetivo | Acción # | Título de la acción | ¿Contribuir a aumentar o mejorar los servicios? | Alcance | Sin duplicar Grupo(s) de estudiantes | Ubicación | Gastos planificados para acciones contributivas (Fondos LCFF) | Planificado Porcentaje de Mejorado Servicios (%) |
|----------|----------|---|---|--|---|---------------------|---|--|
| 1 | 1.1 | Entrenadores instructivos | XSí | XLEA en todo el país | Estudiantes de inglés Jóvenes de acogida Ingresos bajos | XTodas las escuelas | \$3,108,241.00 | |
| 1 | 1.5 | Respuesta a la instrucción | XSí | XLEA en todo el país | Estudiantes de inglés Jóvenes de acogida Ingresos bajos | XTodas las escuelas | \$2,430,228.00 | |
| 1 | 1.7 | Apoyo estudiantil específico Fondos | XSí | XLimitado a Sin duplicar Grupo(s) de estudiantes | Estudiantes de inglés Jóvenes de acogida Ingresos bajos | XTodas las escuelas | \$354,538.00 | |
| 3 | 3.1 | Escuela y Comunidad Facilitadores de participación (SCEF) | XSí | XLEA en todo el país | Estudiantes de inglés Jóvenes de acogida Ingresos bajos | XTodas las escuelas | \$1,132,727.00 | |

Tabla de actualización anual 2024-25

| Totales | Gastos totales planificados del año pasado (fondos totales) | Total estimado Gastos (Fondos totales) |
|---------|---|--|
| Totales | \$16,394,375.00 | \$15,148,333.80 |

| El año pasado Meta # | Acción del año pasado # | Título de acción/servicio previo | ¿Contribuyó a aumentar o mejorar los servicios? | Gastos planificados del año pasado (Fondos totales) | Estimado Real Gastos (Ingrese el total de fondos) |
|----------------------|-------------------------|---|---|---|---|
| 1 | 1.1 | Entrenadores instructivos | Sí | \$2,469,160.00 | 2.374.683 |
| 1 | 1.2 | Entrenador de tecnología | No | \$140,532.00 | 163.594 |
| 1 | 1.3 | Plataforma de datos - SchoolCity | No | \$37,000.00 | 36.824,25 |
| 1 | 1.4 | Evaluación iReady | No | \$144,493.00 | 144.493,10 |
| 1 | 1.5 | Respuesta a la instrucción | Sí | \$2,328,654.00 | 2.279.954 |
| 1 | 1.6 | Programación de verano | No | \$225,000.00 | 225.000 |
| 1 | 1.7 | Financiamiento específico para el apoyo a estudiantes | Sí | \$334,600.00 | 300.000 |
| 1 | 1.8 | Lengua inglesa designada Desarrollo - Estudiantes de inglés y estudiantes de inglés a largo plazo | No | \$25,000.00 | 0 |
| 1 | 1.9 | Lengua inglesa designada Desarrollo - Estudiantes de inglés y estudiantes de inglés a largo plazo | No | \$75,000.00 | 75.908 |

| El año pasado Meta # | Acción del año pasado # | Título de acción/servicio previo | ¿Contribuyó a aumentar o mejorar los servicios? | Lo planeado el año pasado Gastos (Fondos totales) | Estimado Real Gastos (Ingrese el total de fondos) |
|-------------------------|-------------------------|---|--|---|---|
| 1 | 1.10 | Lengua inglesa integrada Desarrollo - Estudiantes de inglés y estudiantes de inglés a largo plazo | No | \$25,000.00 | 23.211,16 |
| 1 | 1.11 | Estudiantes del idioma inglés - Estudiantes recién llegados | No | \$469,359.00 | 484.888 |
| 1 | 1.12 | Apoyos para estudiantes con Discapacidades | No | \$31,428.00 | 4.000 |
| 1 | 1.13 | Sistema de soporte de múltiples niveles | No | \$0.00 | 0 |
| 1 | 1.14 | Equipo de alfabetización temprana | No | \$769,433.00 | 794.690 |
| 1 | 1.15 | Acceso al curso | No | \$0.00 | 0 |
| 1 | 1.16 | Evaluaciones provisionales de ELPAC - Estudiantes del idioma inglés y Lengua inglesa a largo plazo Estudiantes | No | \$10,000.00 | 0 |
| 1 | 1.17 | Plan de estudios de artes del lenguaje inglés | No | \$2,300,000.00 | 1.790.876,29 |
| 1 | 1.18 | Abordar los resultados académicos para Estudiantes sin hogar en ELA/Matemáticas - Asistencia diferenciada | No | \$10,000.00 | 0 |
| 2 | 2.1 | Supervisores en riesgo | No | \$1,056,073.00 | 1.154.285 |
| 2 | 2.2 | Mejorar las tasas de asistencia | No | \$0.00 | 0 |

| El año pasado Meta # | Acción del año pasado # | Título de acción/servicio previo | ¿Contribuyó a aumentar o mejorar los servicios? | Lo planeado el año pasado Gastos (Fondos totales) | Estimado Real Gastos (Ingrese el total de fondos) |
|-------------------------|-------------------------|--|--|---|---|
| | | | | | |
| 2 | 2.3 | Abordar el ausentismo crónico Asistencia diferenciada | No | \$121,429.00 | 126.344 |
| 2 | 2.4 | Abordar las tasas de suspensión - Asistencia diferenciada | No | \$0.00 | 0 |
| 2 | 2.5 | Apoyando el comportamiento estudiantil | No | \$0.00 | 0 |
| 2 | 2.6 | Apoyo adicional específico y Mejora | No | \$0.00 | 0 |
| 2 | 2.7 | Comité de Salud y Bienestar | No | \$2,000.00 | 1.980 |
| 2 | 2.8 | Asociación con School Linked Servicios | No | \$193,522.00 | 193.522 |
| 2 | 2.9 | Salud socioemocional del estudiante - Plan de estudios | No | \$43,000.00 | 31.625 |
| 2 | 2.10 | Salud socioemocional del estudiante - Consejeros | No | \$1,822,542.00 | 1.714.122 |
| 2 | 2.11 | Desproporcionalidad significativa | No | \$178,486.00 | 0 |
| 3 | 3.1 | Escuela y Comunidad Facilitadores de participación (SCEF) | Sí | \$1,051,414.00 | 1.068.611 |
| 3 | 3.2 | Director de Equidad | Sí | \$284,800.00 | 175.874 |
| 3 | 3.3 | Seminarios sobre equidad | No | \$68,000.00 | 0 |
| 3 | 3.4 | Comité Asesor de Equidad | No | \$2,000.00 | 0 |

| El año pasado Meta # | Acción del año pasado # | Título de acción/servicio previo | ¿Contribuyó a aumentar o mejorar los servicios? | Lo planeado el año pasado Gastos (Fondos totales) | Estimado Real Gastos (Ingrese el total de fondos) |
|-------------------------|-------------------------|---|--|---|---|
| | | | | | |
| 3 | 3.5 | Participación de los padres - Padres Universidad | No | \$10,000.00 | 0 |
| 3 | 3.6 | Comunicación con los padres | No | \$6,290.00 | 6.290 |
| 3 | 3.7 | Cuadro de mando de equidad | No | \$0.00 | 0 |
| 3 | 3.8 | Acceso equitativo a escuelas de elección | No | \$0.00 | 0 |
| 4 | 4.1 | Inducción de docentes | No | \$494,759.00 | 496.996 |
| 4 | 4.2 | Retención y apoyo a los empleados | No | \$0.00 | 0 |
| 4 | 4.3 | Proceso de contratación | No | \$5,000.00 | 1.079 |
| 5 | 5.1 | Limpieza escolar | No | \$0.00 | 0 |
| 5 | 5.2 | Dispositivos tecnológicos | No | \$552,996.00 | 552.996 |
| 5 | 5.3 | Conexión MVWSD | No | \$150,000.00 | 0 |
| 5 | 5.4 | Comidas para estudiantes | No | \$0.00 | 0 |
| 5 | 5.5 | Entornos de aprendizaje flexibles | No | \$0.00 | 0 |
| 5 | 5.6 | Subdirector de Mantenimiento, Operaciones y Transporte | No | \$284,701.00 | 213.437 |

| El año pasado Meta # | Acción del año pasado # | Título de acción/servicio previo | ¿Contribuyó a aumentar o mejorar los servicios? | Lo planeado el año pasado Gastos (Fondos totales) | Estimado Real Gastos (Increse el total de fondos) |
|-------------------------|-------------------------|---|--|---|---|
| | | | | | |
| 6 | 6.1 | Equipo de alfabetización temprana | No | \$512,955.00 | 529.793 |
| 6 | 6.2 | Supervisor de riesgo | No | \$0.00 | 0 |
| 6 | 6.3 | Escuela y Comunidad Facilitador de participación | No | \$0.00 | 0 |
| 6 | 6.4 | Centro de bienestar | No | \$0.00 | 0 |
| 6 | 6.5 | Consejero adicional | No | \$0.00 | 0 |
| 6 | 6.6 | Jardín de infancia de transición | No | \$121,749.00 | 121.258 |
| 6 | 6.7 | Nuevo horario diario/desayuno | No | \$0.00 | 0 |
| 6 | 6.8 | Equipo de datos centralizados | No | \$0.00 | 0 |
| 6 | 6.9 | Profesora recién llegada dedicada | No | \$0.00 | 0 |
| 6 | 6.10 | Obras de teatro | No | \$38,000.00 | 62.000 |

Tabla de actualización anual de acciones contributivas 2024-25

| 6. Estimación de subvenciones suplementarias y/o de concentración de LCFF (Ingrese el monto en dólares) | 4. Total de gastos contributivos planificados (Fondos LCFF) | 7. Gastos totales estimados para acciones contribuyentes (Fondos LCFF) | Diferencia entre gastos planificados y estimados para acciones contributivas (Restar 7 de 4) | 5. Porcentaje total planificado de servicios mejorados (%) | 8. Porcentaje total estimado de servicios mejorados (%) | Diferencia entre el porcentaje planificado y estimado de servicios mejorados (Restar 5 de 8) |
|---|---|--|--|--|---|--|
| 3.430.479 | \$6,408,117.00 | \$6,199,122.00 | \$208,995.00 | 0.000% | 0.000% | 0.000% |

| Último Años Meta # | Último Años Acción # | Título de acción/servicio previo | ¿Contribuir a aumentar o mejorar los servicios? | Gastos planificados del año pasado para acciones contributivas (Fondos LCFF) | Estimado Real Gastos de Contribuyendo Comportamiento (Ingrese los fondos LCFF) | Porcentaje planificado de mejora Servicios | Estimado Real Porcentaje de Servicios mejorados (Porcentaje de entrada) |
|--------------------|----------------------|---|---|--|--|--|---|
| 1 | 1.1 | Entrenadores instructivos | XSí | \$2,469,160.00 | 2.374.683 | | |
| 1 | 1.5 | Respuesta a la instrucción | XSí | \$2,328,654.00 | 2.279.954 | | |
| 1 | 1.7 | Apoyo estudiantil específico Fondos | XSí | \$334,600.00 | 300.000 | | |
| 3 | 3.1 | Escuela y Comunidad Facilitadores de participación (SCEF) | XSí | \$990,903.00 | 1.068.611 | | |
| 3 | 3.2 | Director de Equidad | XSí | \$284,800.00 | 175.874 | | |

Tabla de transferencia de LCFF 2024-25

| 9. Subvención base LCFF real estimada (Ingrese el monto en dólares) | 6. Subvenciones suplementarias y/o de concentración reales estimadas de la LCFF | Transferencia de LCFF — Porcentaje (Porcentaje respecto al año anterior) | 10. Porcentaje total para aumentar o mejorar los servicios para el año escolar actual (6 dividido por 9 + % de arrastre) | 7. Gastos reales totales estimados para acciones contribuyentes (Fondos LCFF) | 8. Porcentaje real total estimado de servicios mejorados (%) | 11. Porcentaje real estimado de servicios aumentados o mejorados (7 dividido entre 9, más 8) | 12. Transferencia de LCFF — Monto en dólares (Restar 11 de 10 y multiplicar por 9) | 13. Transferencia de LCFF — Porcentaje (12 dividido por 9) |
|--|---|--|---|---|--|---|--|--|
| 51.518.791 | 3.430.479 | 0 | 6.659% | \$6,199,122.00 | 0.000% | 12.033% | \$0.00 | 0.000% |

Instrucciones del Plan de Control y Rendición de Cuentas Local

[Resumen del plan](#)

[Involucrar a los socios educativos](#)

[Metas y acciones](#)

[Servicios mejorados o aumentados para jóvenes de crianza temporal, estudiantes de inglés y estudiantes de bajos ingresos](#)

Si tiene preguntas adicionales o necesita asistencia técnica para completar la plantilla del Plan de Control y Responsabilidad Local (LCAP), comuníquese con la oficina de educación del condado local (COE) o con la Oficina de Soporte de Sistemas de Agencias Locales del Departamento de Educación de California (CDE), por teléfono al 916-319-0809 o por correo electrónico a LCFF@cde.ca.gov.

Introducción e instrucciones

La Fórmula de Financiamiento de Control Local (LCFF) requiere que las agencias educativas locales (LEAs) involucren a sus socios educativos locales en un proceso de planificación anual para evaluar su progreso dentro de ocho áreas prioritarias estatales que abarcan todas las métricas legales (las COE tienen 10 prioridades estatales).

Las LEA documentan los resultados de este proceso de planificación en el LCAP utilizando la plantilla adoptada por la Junta Estatal de Educación.

El proceso de desarrollo del LCAP cumple tres funciones distintas, pero relacionadas:

- **Planificación estratégica integral:** El proceso de desarrollo y actualización anual del LCAP respalda la planificación estratégica integral, En particular, para abordar y reducir las disparidades en oportunidades y resultados entre los grupos estudiantiles, según lo indicado por el Tablero Escolar de California (Código de Educación de California [EC], Sección 52064[e][1]). La planificación estratégica integral vincula las decisiones presupuestarias con los datos de rendimiento docente y de aprendizaje. Las autoridades educativas locales (LEA) deben evaluar continuamente las decisiones difíciles que toman sobre el uso de recursos limitados para satisfacer las necesidades de los estudiantes y la comunidad, a fin de garantizar que se mejoren las oportunidades y los resultados para todos los estudiantes.
 - **Participación significativa de los socios educativos:** El proceso de desarrollo del LCAP debe dar como resultado un LCAP que refleje las decisiones tomadas mediante una participación significativa (Sección 52064[e][1] del EC). Los socios educativos locales poseen perspectivas y conocimientos valiosos sobre los programas y servicios de una LEA. Una planificación estratégica eficaz incorporará estas perspectivas y conocimientos para identificar posibles objetivos y acciones que se incluirán en el LCAP.
 - **Responsabilidad y cumplimiento:** El LCAP cumple una importante función de responsabilidad porque la naturaleza de algunas secciones de la plantilla del LCAP requiere que las LEA demuestren que han cumplido con varios requisitos especificados en los estatutos y reglamentos del LCFF, en particular:
 - o Demostrar que las LEA están aumentando o mejorando los servicios para los jóvenes de crianza temporal, los estudiantes de inglés, incluidos los estudiantes de inglés a largo plazo, y los estudiantes de bajos ingresos en proporción a la cantidad de fondos adicionales que esos estudiantes generan bajo la LCFF (Sección 52064[b][4-6] del EC).
 - o Establecer metas, respaldadas por acciones y gastos relacionados, que aborden las áreas prioritarias y las métricas estatutarias (secciones del CE) 52064[b][1] y [2]).
- **NOTA:** Como se especifica en la Sección 62064(b)(1) del EC, el LCAP debe proporcionar una descripción de los objetivos anuales, para todos los alumnos y cada uno de ellos. Subgrupo de alumnos identificados de conformidad con la Sección 52052 del Código de Educación (EC), que se alcanzará para cada una de las prioridades estatales. A partir del curso 2023-24, el EC

La Sección 52052 identifica a los estudiantes de inglés a largo plazo como un subgrupo de alumnos separado y distinto con una significancia numérica de 15 estudiantes.

o Revisar y actualizar anualmente el LCAP para reflejar el progreso hacia los objetivos (Sección 52064[b][7] del EC).

o Garantizar que todos los aumentos atribuibles a los cálculos de subvenciones suplementarias y de concentración, incluidos los fondos adicionales de las subvenciones de concentración y/o el arrastre del LCFF, se reflejen en el LCAP (secciones 52064[b][6], [8] y [11] del EC).

La plantilla del LCAP, al igual que el LCAP final adoptado por cada LEA, es un documento, no un proceso. Las LEA deben usar la plantilla para documentar los resultados de su proceso de desarrollo del LCAP, el cual debe: (a) reflejar una planificación estratégica integral, en particular para abordar y reducir las disparidades en oportunidades y resultados entre los grupos estudiantiles indicados por el Tablero de Escuelas de California (Tablero); (b) mediante una colaboración significativa con los socios educativos que (c) cumpla con los requisitos legales, como se refleja en el LCAP final adoptado. Las secciones incluidas en la plantilla del LCAP no reflejan, ni pueden reflejar, el proceso de desarrollo completo, del mismo modo que la plantilla del LCAP en sí no está concebida como una herramienta para la colaboración con los socios educativos.

Si un superintendente de escuelas del condado tiene jurisdicción sobre un solo distrito escolar, la junta de educación del condado y la junta directiva del distrito escolar pueden adoptar y presentar para revisión y aprobación un solo LCAP consistente con los requisitos de las secciones 52060, 52062, 52066, 52068 y 52070 del EC. El LCAP debe articular claramente con el presupuesto de qué entidad (distrito escolar o superintendente de escuelas del condado) están alineados todos los gastos presupuestados y reales.

La plantilla LCAP revisada para los años escolares 2024-25, 2025-26 y 2026-27 refleja los cambios estatutarios realizados a través del Proyecto de ley 114 del Senado (Comité de Presupuesto y Revisión Fiscal), Capítulo 48, Estatutos de 2023 y el Proyecto de ley 153 del Senado, Capítulo 38, Estatutos de 2024.

En esencia, el LCAP adoptado debe intentar resumir no solo lo que la LEA está haciendo por los estudiantes desde kínder de transición hasta el duodécimo grado (TK-12), sino también permitir que los socios educativos comprendan por qué y si esas estrategias están generando mejores oportunidades y resultados para los estudiantes. Se recomienda encarecidamente a las LEA que utilicen un lenguaje y un nivel de detalle en sus LCAP adoptados que sean significativos y accesibles para sus diversos socios educativos y el público en general.

Al desarrollar y finalizar el LCAP para su adopción, se alienta a las LEA a mantener el siguiente marco general al frente de las funciones de planificación estratégica y participación de los socios educativos:

Considerando el desempeño actual en las prioridades estatales y en los indicadores del Tablero, ¿cómo está utilizando la LEA sus recursos presupuestarios para responder a las necesidades de los estudiantes de TK-12 y de la comunidad, y abordar cualquier brecha de desempeño, incluso cumpliendo con su obligación de aumentar o mejorar los servicios para jóvenes de crianza temporal, estudiantes de inglés y estudiantes de bajos ingresos?

Se alienta a las LEA a centrarse en un conjunto de métricas y acciones que, en base a la investigación, la experiencia y los aportes recopilados de los socios educativos, la LEA cree que tendrán el mayor impacto en nombre de sus estudiantes desde TK hasta 12.º grado.

Estas instrucciones abordan los requisitos de cada sección del LCAP, pero pueden incluir información sobre prácticas eficaces para desarrollarlo y completar el documento. Además, al inicio de cada sección de la plantilla se incluye información que destaca el propósito de cada sección.

Resumen del plan

Objetivo

Una sección bien desarrollada del Resumen del Plan proporciona un contexto significativo para el LCAP. Esta sección proporciona información sobre la comunidad de la LEA, así como información relevante sobre las necesidades y el rendimiento estudiantil. Para presentar un contexto significativo para el resto del LCAP, el contenido de esta sección debe estar claramente relacionado con el contenido de cada sección posterior del LCAP.

Requisitos e instrucciones

Información general

Una descripción de la LEA, sus escuelas y sus estudiantes de kínder de transición a 12.º grado, según corresponda. Las LEA también pueden proporcionar información sobre su plan estratégico, visión, etc.

Describa brevemente la LEA, sus escuelas y sus estudiantes en los grados TK-12, según corresponda a la LEA.

- Por ejemplo, la información sobre una LEA en términos de geografía, inscripción, empleo, la cantidad y tamaño de escuelas específicas, desafíos comunitarios recientes y otra información similar que la LEA pueda desear incluir puede permitir que un lector comprenda más completamente el LCAP de la LEA.
- Las autoridades educativas locales también pueden proporcionar información sobre su plan estratégico, visión, etc.
- Como parte de esta respuesta, identificar todas las escuelas dentro de la LEA que reciben fondos del Multiplicador de Equidad.

Reflexiones: Actuación anual

Una reflexión sobre el desempeño anual basada en una revisión del Tablero de Control Escolar de California (Dashboard) y datos locales.

Reflexione sobre el desempeño anual de la LEA en el Tablero y los datos locales. Esto puede incluir tanto los éxitos como los desafíos identificados por la LEA durante el proceso de desarrollo.

Se alienta a las LEA a destacar cómo están abordando las necesidades identificadas de los grupos de estudiantes y/o escuelas dentro del LCAP como parte de esta respuesta.

Como parte de esta respuesta, la LEA debe identificar lo siguiente, que permanecerá sin cambios durante el ciclo LCAP de tres años:

- Cualquier escuela dentro de la LEA que recibió el nivel de desempeño más bajo en uno o más indicadores estatales en el Tablero de 2023;
- Cualquier grupo de estudiantes dentro de la LEA que recibió el nivel de desempeño más bajo en uno o más indicadores estatales en el Tablero de 2023;
y/o
- Cualquier grupo de estudiantes dentro de una escuela dentro de la LEA que recibió el nivel de desempeño más bajo en uno o más indicadores estatales en el 2023 Panel.

La Sección 52064.4 del EC exige que las LEA que tengan fondos no utilizados de la Subvención Global de Emergencia para la Recuperación del Aprendizaje (LREBG) incluyan una o más acciones financiadas con fondos LREBG dentro de los LCAP 2025-26, 2026-27 y 2027-28, según corresponda. Para implementar los requisitos de la Sección 52064.4 del EC , todas las LEA deben hacer lo siguiente:

- Para los años LCAP 2025-26, 2026-27 y 2027-28, identifique si el LEA tiene o no fondos LREBG no gastados para los años LCAP aplicables.
Año LCAP. o

Si el LEA tiene fondos LREBG no gastados, el LEA debe proporcionar lo siguiente:

- El objetivo y el número de acción para cada acción que se financiará, ya sea total o parcialmente, con fondos del LREBG; y

Una explicación de la justificación para seleccionar cada acción financiada con fondos LREBG. Esta explicación debe incluir:

- Una explicación de cómo la acción se alinea con los usos permitidos de los fondos identificados en [la Sección 32526\(c\)\(2\) del EC](#) : _____
y
- Una explicación de cómo se espera que la acción aborde las áreas de necesidad de los estudiantes y las escuelas identificadas en la evaluación de necesidades requerida por la Sección [32526\(d\) del Código Educativo](#) .

o Para obtener información relacionada con los usos permitidos de los fondos y la evaluación de necesidades requerida, consulte la Pestaña de información del programa en [la información del programa LREBG](#) Página web.

- Las acciones pueden agruparse a los efectos de estas explicaciones.
- El LEA puede proporcionar estas explicaciones como parte de la descripción de la acción en lugar de como parte de las Reflexiones:
Rendimiento anual.

o Si el LEA no tiene fondos LREBG no utilizados, no está obligado a realizar la evaluación de necesidades requerida por la CE.

Sección 32526(d), para proporcionar la información identificada anteriormente o para incluir acciones financiadas con fondos LREBG dentro de los LCAP 2025-26, 2026-27 y 2027-28.

Reflexiones: Asistencia Técnica

En su caso, un resumen del trabajo en curso como parte de la asistencia técnica.

Identifique anualmente el motivo por el cual la LEA es elegible o ha solicitado asistencia técnica, de conformidad con las secciones 47607.3, 52071, 52071.5, 52072 o 52072.5 del CE, y proporcione un resumen del trabajo en curso como parte de la recepción de asistencia técnica. La forma más común de esta asistencia técnica se conoce con frecuencia como Asistencia Diferenciada; sin embargo, también incluye a las LEA que han solicitado asistencia técnica a su COE.

- Si el LEA no es elegible para recibir o no recibe asistencia técnica, puede responder a esta solicitud como "No aplicable".

Apoyo y mejora integral

Una LEA con una o más escuelas identificadas para recibir apoyo y mejora integral (CSI) bajo la Ley Cada Estudiante Triunfa debe responder a las siguientes indicaciones:

Escuelas identificadas

Una lista de las escuelas en la LEA que son elegibles para recibir apoyo y mejoras integrales.

- Identificar las escuelas dentro de la LEA que han sido identificadas para CSI.

Apoyo para escuelas identificadas

Una descripción de cómo la LEA ha apoyado o apoyará a sus escuelas elegibles en el desarrollo de planes integrales de apoyo y mejora.

- Describa cómo la LEA ha apoyado o apoyará a las escuelas identificadas en el desarrollo de planes de CSI que incluyan una evaluación de necesidades a nivel escolar, intervenciones basadas en evidencia y la identificación de cualquier inequidad de recursos que se abordará mediante la implementación del plan de CSI.

Monitoreo y evaluación de la eficacia

Una descripción de cómo la LEA supervisará y evaluará el plan para apoyar la mejora de los estudiantes y la escuela.

- Describa cómo la LEA supervisará y evaluará la implementación y eficacia del plan CSI para apoyar la mejora de los estudiantes y la escuela.

Involucrar a los socios educativos

Objetivo

La participación significativa y decidida de padres, estudiantes, educadores y otros socios educativos, incluyendo a aquellos que representan a los grupos estudiantiles identificados por la LCFF, es fundamental para el desarrollo del LCAP y el proceso presupuestario. De conformidad con la ley, dicha participación debe respaldar una planificación estratégica integral, en particular para abordar y reducir las disparidades en oportunidades y resultados entre los grupos estudiantiles indicados por el Tablero de Control, la rendición de cuentas y la mejora de las prioridades estatales y las prioridades identificadas a nivel local (Sección 52064[e][1] del Código de Educación). La participación de los socios educativos es un proceso continuo y anual.

Esta sección está diseñada para reflejar cómo la participación de los socios educativos influyó en las decisiones del LCAP adoptado. El objetivo es que los socios educativos que participaron en el proceso de desarrollo del LCAP y el público en general comprendan cómo la LEA involucró a los socios educativos y el impacto de dicha participación. Se anima a las LEA a tener este objetivo en primer plano al completar esta sección.

Requisitos

Requisitos

Distritos escolares y COE: [Sección 52060\(g\) del Código Educativo](#) y [la Sección 52066\(g\) del CE](#) especificar los socios educativos que deben consultarse al desarrollar el LCAP:

- Profesores,

- Directores, •
- Administradores, • Otro
- personal escolar, • Unidades de
- negociación locales de la LEA, • Padres, y •
- Estudiantes

Un distrito escolar o COE que recibe fondos del Multiplicador de Equidad también debe consultar con los socios educativos en las escuelas que generan fondos del Multiplicador de Equidad en el desarrollo del LCAP, específicamente, en el desarrollo del objetivo de enfoque requerido para cada escuela aplicable.

Antes de adoptar el LCAP, los distritos escolares y las COE deben compartirlo con los comités correspondientes, como se indica más adelante en la sección "Requisitos e Instrucciones". El superintendente está obligado por ley a responder por escrito a los comentarios recibidos de estos comités. Los distritos escolares y las COE también deben consultar con el/los administrador(es) del área del plan local de educación especial al desarrollar el LCAP.

Escuelas charter: [Sección 47606.5\(d\) del Código Educativo](#) requiere que se consulte a los siguientes socios educativos al desarrollar el LCAP:

- Maestros, •
- Directores, •
- Administradores, • Otro
- personal escolar, • Padres, y •
- Estudiantes Una
- escuela autónoma

que recibe fondos del Multiplicador de Equidad también debe consultar con los socios educativos de la escuela que genera los fondos del Multiplicador de Equidad en el desarrollo del LCAP, específicamente, en el desarrollo del objetivo de enfoque requerido para la escuela.

El LCAP también debe compartirse con los grupos asesores a nivel de escuela, y las LEA deben solicitar aportes de ellos, según corresponda (por ejemplo, consejos de escuela, consejos asesores de estudiantes de inglés, grupos asesores de estudiantes, etc.), para facilitar la alineación entre los objetivos de la escuela y del distrito.

Se puede encontrar información y recursos que respaldan la participación efectiva, definen la consulta estudiantil y proporcionan los requisitos para la composición del grupo asesor en la sección Recursos en la [página web LCAP del CDE](#).

Antes de que la junta/organismo rector de una LEA considere la adopción del LCAP, la LEA debe cumplir los siguientes requisitos legales:

- Para los distritos escolares, consulte [la Sección 52062 del Código de Educación](#) ;

o Nota: Las escuelas autónomas que utilizan el LCAP como Plan Escolar para el Logro Estudiantil deben cumplir con los requisitos de la Sección EC 52062(a).

- Para los COE, consulte [la Sección 52068 del Código de Educación](#) ; y
- Para las escuelas autónomas, consulte [la Sección 47606.5 del Código de Educación](#) .

- NOTA: Como recordatorio, el superintendente de un distrito escolar o COE debe responder por escrito a los comentarios recibidos por los comités pertinentes identificados en las secciones del Código de Educación mencionadas anteriormente. Esto incluye el comité asesor de padres, y puede incluir el comité asesor de padres de estudiantes de inglés y, a partir del 1 de julio de 2024, el comité asesor estudiantil, según corresponda.

Instrucciones

Responda a las indicaciones de la siguiente manera:

Un resumen del proceso utilizado para involucrar a los socios educativos en el desarrollo del LCAP.

Los distritos escolares y las oficinas de educación del condado deben, como mínimo, consultar con maestros, directores, administradores, otro personal escolar, unidades de negociación locales, padres y estudiantes en el desarrollo del LCAP.

Las escuelas autónomas deben, como mínimo, consultar con maestros, directores, administradores, otro personal escolar, padres y estudiantes en el desarrollo del LCAP.

Una LEA que recibe fondos del Multiplicador de Equidad también debe consultar con los socios educativos de las escuelas que generan fondos del Multiplicador de Equidad en el desarrollo del LCAP, específicamente, en el desarrollo del objetivo de enfoque requerido para cada escuela aplicable.

Complete la tabla de la siguiente manera:

Socios educativos

Identifique los socios o grupos educativos correspondientes que participaron en el desarrollo del LCAP.

Proceso de participación

Describa el proceso de participación utilizado por la LEA para involucrar a los socios educativos identificados en el desarrollo del LCAP. Como mínimo, la LEA debe describir cómo cumplió con su obligación de consultar con todos los socios educativos requeridos por ley, según corresponda al tipo de LEA.

- Una respuesta suficiente a esta solicitud debe incluir información general sobre el cronograma del proceso y las reuniones u otros Estrategias de participación con socios educativos. Una respuesta también puede incluir información sobre el enfoque filosófico de la autoridad educativa local (LEA) para la participación de sus socios educativos.
- Una LEA que recibe fondos del Multiplicador de Equidad también debe incluir un resumen de cómo consultó con los socios educativos en las escuelas. generar fondos Multiplicadores de Equidad en el desarrollo del LCAP, específicamente, en el desarrollo de la meta de enfoque requerida para cada escuela aplicable.

Una descripción de cómo el LCAP adoptado fue influenciado por los comentarios proporcionados por los socios educativos.

Describa cualquier objetivo, métrica, acción o gasto presupuestado en el LCAP que fue influenciado o desarrollado en respuesta a los comentarios de los socios educativos.

- Una respuesta suficiente a esta solicitud brindará a los socios educativos y al público información clara y específica sobre cómo El proceso de participación influyó en el desarrollo del LCAP. Esto puede incluir una descripción de cómo la LEA priorizó las solicitudes de los socios educativos en el contexto de los recursos presupuestarios disponibles o priorizó las áreas de enfoque dentro del LCAP.
- Una LEA que reciba fondos del Multiplicador de Equidad debe incluir una descripción de cómo la consulta con los socios educativos en las escuelas que generan fondos del Multiplicador de Equidad influyó en el desarrollo del LCAP adoptado.
- A los efectos de este aviso, esto también puede incluir, pero no está necesariamente limitado a:
 - Inclusión de un objetivo o decisión de perseguir un objetivo de enfoque (como se describe a continuación)
 - Inclusión de métricas distintas a las requeridas por ley
 - Determinación del resultado objetivo en una o más métricas
 - Inclusión del desempeño de uno o más grupos de estudiantes en la subsección Medición e informe de resultados
 - Inclusión de acción(es) o un grupo de acciones
 - Eliminación de acciones o grupo de acciones • Cambios en el nivel de gastos propuestos para una o más acciones
 - Inclusión de acciones que contribuyan a aumentar o mejorar los servicios para estudiantes no duplicados
 - Análisis de la efectividad de las acciones específicas para lograr el objetivo
 - Análisis de diferencias materiales en los gastos
 - Análisis de los cambios realizados a una meta para el año LCAP siguiente con base en el proceso de actualización anual
 - Análisis de retos o éxitos en la implementación de acciones

Metas y acciones

Objetivo

Unas metas bien definidas comunicarán claramente a los socios educativos qué planea lograr la LEA, qué planea hacer para lograr la meta y cómo sabrá cuándo la ha logrado. La declaración de la meta, las métricas asociadas, los resultados esperados y las acciones incluidas en la meta deben estar alineados. La explicación de por qué la LEA incluyó una meta brinda a las LEA la oportunidad de comunicar claramente a los socios educativos y al público por qué, entre las diversas fortalezas y áreas de mejora destacadas por los datos de desempeño, las estrategias y acciones posibles, la LEA decidió perseguir esta meta, así como las métricas, los resultados esperados, las acciones y los gastos relacionados.

Una meta bien definida puede centrarse en el desempeño con respecto a una o varias métricas para todos los estudiantes, un grupo específico de estudiantes, la reducción de las brechas de desempeño o la implementación de programas o estrategias que se espera que impacten los resultados. Las autoridades educativas locales (LEA) deben evaluar el desempeño de sus grupos estudiantiles al desarrollar las metas y las acciones necesarias para alcanzarlas.

Requisitos e instrucciones

Las autoridades educativas locales (LEA) deben priorizar los objetivos, las acciones específicas y los gastos relacionados incluidos en el LCAP dentro de una o más prioridades estatales. Para determinar si priorizar sus objetivos dentro del LCAP y cómo hacerlo, las LEA deben considerar el desempeño en los indicadores estatales y locales, incluyendo los datos recopilados y reportados localmente para los indicadores locales incluidos en el Panel. Como se mencionó anteriormente, la planificación estratégica que

Es integral y vincula las decisiones presupuestarias con los datos de rendimiento docente y de aprendizaje. Las autoridades educativas locales (LEA) deben evaluar continuamente las decisiones difíciles que toman sobre el uso de recursos limitados para satisfacer las necesidades de los estudiantes y la comunidad, a fin de garantizar que se mejoren las oportunidades y los resultados para todos los estudiantes, y para abordar y reducir las disparidades en oportunidades y resultados entre los grupos estudiantiles que indica el Panel.

Para respaldar la priorización de objetivos, la plantilla LCAP proporciona a las LEA la opción de desarrollar tres tipos diferentes de objetivos:

- **Objetivo de enfoque:** un objetivo de enfoque tiene un alcance relativamente más concentrado y puede centrarse en un menor número de métricas para medir mejora. Una declaración de objetivo de enfoque tendrá un límite de tiempo y aclarará cómo se medirá el objetivo.

Todos los objetivos del Multiplicador de Equidad deben desarrollarse como objetivos de enfoque. Para más información, consulte los **Objetivos de Enfoque Obligatorios para las Autoridades Locales de Educación (LEA)**.
Recibirá financiación multiplicadora de capital a continuación.

- **Objetivo amplio:** un objetivo amplio está relativamente menos concentrado en su alcance y puede centrarse en mejorar el desempeño en una amplia gama de métrica.
- **Meta de mantenimiento del progreso:** una meta de mantenimiento del progreso incluye acciones que pueden continuar sin cambios significativos y permite que un LEA realice un seguimiento del desempeño en cualquier métrica no abordada en los otros objetivos del LCAP.

Requisito para abordar las prioridades estatales de la LCFF

Como mínimo, el LCAP debe abordar todas las prioridades de la LCFF y las métricas asociadas articuladas en las secciones 52060(d) y 52066(d) del Código Educativo, según corresponda a la LEA. [Resumen de las prioridades estatales de la LCFF](#). Proporciona un resumen de las secciones 52060(d) y 52066(d) del CE para ayudar en el desarrollo del LCAP.

Responda a las siguientes indicaciones, según corresponda:

Objetivo(s) de enfoque

Descripción

La descripción proporcionada para un objetivo de enfoque debe ser específica, medible y limitada en el tiempo.

- Un LEA desarrolla un objetivo de enfoque para abordar áreas de necesidad que pueden requerir o beneficiarse de un enfoque más específico y con uso intensivo de datos.
- El objetivo de enfoque puede hacer referencia explícita a las métricas mediante las cuales se medirá el logro del objetivo y el marco de tiempo según el cual el LEA espera lograr el objetivo.

Tipo de objetivo

Identifique el tipo de objetivo que se está implementando como objetivo de enfoque.

Prioridades estatales abordadas por este objetivo.

Identifique cada una de las prioridades estatales que este objetivo pretende abordar.

Una explicación de por qué la LEA ha desarrollado este objetivo.

Explique por qué la LEA ha decidido priorizar este objetivo.

- La explicación debe basarse en datos del Tablero u otros datos recopilados localmente.
- Las autoridades educativas locales deben describir cómo identificaron este objetivo para recibir atención específica, incluida la consulta pertinente con los socios educativos.
- Se alienta a las autoridades educativas locales a promover la transparencia y la comprensión en torno a la decisión de perseguir un objetivo específico.

Objetivo(s) de enfoque requerido(s) para las LEA que reciben fondos del multiplicador de equidad

Descripción

Las autoridades educativas locales (LEA) que reciben fondos del Multiplicador de Equidad deben incluir uno o más objetivos de enfoque para cada escuela que los genere. Además de cumplir con los requisitos de los objetivos de enfoque descritos anteriormente, las LEA deben cumplir con los siguientes requisitos.

Los objetivos de enfoque para los sitios escolares de Equity Multiplier deben abordar lo siguiente:

- (A) Todos los grupos de estudiantes que tienen el nivel de desempeño más bajo en uno o más indicadores estatales en el Tablero, y
 - (B) Cualquier problema subyacente en la acreditación, preparación de materias y retención de los educadores de la escuela, si corresponde.
- Los objetivos de enfoque para cada escuela multiplicadora de equidad deben identificar métricas específicas para cada grupo de estudiantes identificado, según corresponda.
 - Una LEA puede crear una meta única para múltiples escuelas Equity Multiplier si esas escuelas tienen el mismo grupo o grupos de estudiantes que se desempeñan en el nivel de desempeño más bajo en uno o más indicadores estatales en el Tablero o experimentan problemas similares en la acreditación, la preparación de las materias y la retención de los educadores de la escuela.
 - o Al crear una meta única para múltiples escuelas Multiplicadoras de Equidad, la meta debe identificar los grupos de estudiantes y los niveles de desempeño en el Tablero que la Meta de Enfoque está abordando; o,
 - o Los problemas comunes que están experimentando los sitios escolares en cuanto a credenciales, preparación de materias y retención del material de la escuela. educadores, si corresponde.

Tipo de objetivo

Identifique el tipo de objetivo que se está implementando como un Objetivo de Enfoque Multiplicador de Equidad.

Prioridades estatales abordadas por este objetivo.

Identifique cada una de las prioridades estatales que este objetivo pretende abordar.

Una explicación de por qué la LEA ha desarrollado este objetivo.

Explique por qué la LEA ha decidido priorizar este objetivo.

- La explicación debe basarse en datos del Tablero u otros datos recopilados localmente.
- Las autoridades educativas locales deben describir cómo identificaron este objetivo para recibir atención específica, incluida la consulta pertinente con los socios educativos.
- Se alienta a las autoridades educativas locales a promover la transparencia y la comprensión en torno a la decisión de perseguir un objetivo específico.
- Además de esta información, la LEA también debe identificar:
 - o La escuela o escuelas a las que se aplica el objetivo

Se alienta a las LEA a abordar un objetivo de multiplicador de equidad desde un punto de vista holístico, considerando cómo el objetivo podría maximizar los resultados de los estudiantes mediante el uso de LCFF y otros fondos además de los fondos de multiplicador de equidad.

- Los fondos del Multiplicador de Equidad se deben usar para complementar, no suplantar, el financiamiento proporcionado a los sitios escolares del Multiplicador de Equidad para los propósitos del LCFF, el Programa de Oportunidades de Aprendizaje Ampliadas (ELO-P), el Programa de Subvenciones para Entrenadores de Alfabetización y Especialistas en Lectura (LCRS) y/o el Programa de Asociación de Escuelas Comunitarias de California (CCSPP).
- Esto significa que los fondos del Multiplicador de Equidad no se deben usar para reemplazar el financiamiento que una escuela del Multiplicador de Equidad recibiría de otra manera para implementar acciones de todo el LEA identificadas en el LCAP o que una escuela del Multiplicador de Equidad recibiría de otra manera para implementar disposiciones del ELO-P, el LCRS y/o el CCSPP.

Nota: Sección [CE 42238.024\(b\)\(1\)](#) Exige que los fondos del Multiplicador de Equidad se utilicen para la prestación de servicios y apoyos basados en la evidencia para los estudiantes. Estos servicios y apoyos se fundamentan en evidencia objetiva que ha fundamentado el diseño del servicio o apoyo y/o guía su modificación. Los apoyos y estrategias basados en la evidencia se basan generalmente en la investigación educativa y/o en métricas del rendimiento de las autoridades educativas locales (LEA), las escuelas y/o los estudiantes.

Objetivo amplio

Descripción

Describa lo que el LEA planea lograr a través de las acciones incluidas en el objetivo.

- La descripción de un objetivo amplio estará claramente alineada con los resultados mensurables esperados incluidos para el objetivo.

- La descripción del objetivo organiza las acciones y los resultados esperados de manera cohesiva y consistente.

La descripción de un objetivo es lo suficientemente específica como para ser medible tanto en términos cuantitativos como cualitativos. Un objetivo general no es tan específico como un objetivo focal. Si bien es lo suficientemente específico como para ser medible, existen diversas métricas para medir el progreso hacia el objetivo.

Tipo de objetivo

Identifique el tipo de objetivo que se está implementando como un objetivo amplio.

Prioridades estatales abordadas por este objetivo.

Identifique cada una de las prioridades estatales que este objetivo pretende abordar.

Una explicación de por qué la LEA ha desarrollado este objetivo.

Explique por qué la LEA desarrolló este objetivo y cómo las acciones y métricas agrupadas ayudarán a lograr el objetivo.

Meta de mantenimiento del progreso

Descripción

Describa cómo la LEA pretende mantener el progreso logrado en las Prioridades Estatales del LCFF que no se abordan en los otros objetivos del LCAP.

- Utilice este tipo de objetivo para abordar las prioridades estatales y las métricas aplicables que no se abordan dentro de los otros objetivos del LCAP.
- Las prioridades y métricas estatales que se abordarán en esta sección son aquellas para las cuales el LEA, en consulta con los socios educativos, ha determinado mantener las acciones y monitorear el progreso mientras enfoca los esfuerzos de implementación en las acciones cubiertas por otros objetivos en el LCAP.

Tipo de objetivo

Identifique el tipo de objetivo que se está implementando como objetivo de mantenimiento del progreso.

Prioridades estatales abordadas por este objetivo.

Identifique cada una de las prioridades estatales que este objetivo pretende abordar.

Una explicación de por qué la LEA ha desarrollado este objetivo.

Explique cómo las acciones sostendrán el progreso ejemplificado por las métricas relacionadas.

Medición y reporte de resultados:

Para cada año del LCAP, identifique las métricas que el LEA utilizará para seguir el progreso hacia los resultados esperados.

- Las autoridades educativas locales (LEA) deben identificar métricas para grupos específicos de estudiantes, según corresponda, incluidos los resultados esperados que aborden y reduzcan las disparidades en los resultados entre los grupos de estudiantes.
- Las métricas pueden ser cuantitativas o cualitativas; pero, como mínimo, el LCAP de un LEA debe incluir objetivos que se midan utilizando todos los métricas aplicables para las prioridades estatales relacionadas, en cada año LCAP, según corresponda al tipo de LEA.
- En la medida en que una prioridad estatal no especifique una o más métricas (por ejemplo, la implementación del contenido académico estatal y el desempeño) Estándares estatales), la LEA debe identificar una métrica para usar en el LCAP. Para estas prioridades estatales, se anima a las LEA a usar métricas basadas en las herramientas de autorreflexión de indicadores locales pertinentes del Panel de Control o reportadas a través de ellas.
- Métricas requeridas para acciones a nivel de toda la LEA: Para cada acción identificada como 1) que contribuye al requisito de aumentar o mejorar los servicios para jóvenes de crianza temporal, estudiantes de inglés, incluidos los estudiantes de inglés a largo plazo y estudiantes de bajos ingresos y 2) que se proporciona a nivel de toda la LEA, la LEA debe identificar una o más métricas para monitorear la efectividad de la acción y sus gastos presupuestados.
 - o Estas métricas requeridas pueden identificarse dentro de la descripción de la acción o en el primer mensaje en la sección de servicios aumentados o mejorados, sin embargo, la descripción debe identificar claramente las métricas que se utilizan para monitorear la efectividad de la acción y las acciones a las que se aplican las métricas.
- Métricas requeridas para los objetivos del Multiplicador de Equidad: Para cada objetivo del Multiplicador de Equidad, el LEA debe identificar:
 - o Las métricas específicas para cada grupo de estudiantes identificado en cada escuela específica, según corresponda, para medir el progreso hacia el objetivo objetivo, y/o
 - o Las métricas específicas utilizadas para medir el progreso en el cumplimiento de la meta relacionada con la acreditación, la preparación de la materia o el educador retención en cada escuela específica.
- Métricas requeridas para acciones apoyadas por fondos LREBG: Para implementar los requisitos de la Sección 52064.4 del EC , las LEA con fondos LREBG no gastados deben incluir al menos una métrica para monitorear el impacto de cada acción financiada con fondos LREBG incluidos en el objetivo.
 - o No es necesario que las métricas que se utilizan para monitorear el impacto de cada acción financiada con fondos LREBG sean métricas nuevas; Pueden ser métricas que ya se estén utilizando para medir el progreso hacia los objetivos y acciones incluidos en el LCAP.

Complete la tabla de la siguiente manera:

Métrica #

- Introduzca el número de métrica.

Métrico

- Identificar el estándar de medida que se utiliza para determinar el progreso hacia el objetivo y/o para medir la eficacia de una o más acciones asociadas con el objetivo.

Base

- Ingrese la línea de base al completar el LCAP para 2024-25.
 - o Utilizar los datos más recientes asociados con la métrica disponibles al momento de la adopción del LCAP para el primer año del plan trienal. Las autoridades educativas locales (LEA) pueden utilizar los datos reportados en el Panel de 2023 como base de una métrica solo si estos representan los datos más recientes disponibles (por ejemplo, la tasa de graduación de la escuela secundaria).
 - o El uso de los datos más recientes disponibles puede implicar la revisión de los datos que el LEA está preparando para enviar al Informe Longitudinal de California. Sistema de Datos de Rendimiento Alumno (CALPADS) o datos que la LEA ha enviado recientemente a CALPADS.
 - o Indique el año escolar al que corresponden los datos de referencia.
 - o Los datos de referencia deben permanecer sin cambios durante todo el LCAP de tres años.

Este requisito no impide que las autoridades educativas locales (LEA) revisen los datos de referencia si es necesario. Por ejemplo, si una LEA identifica que sus prácticas de recopilación de datos para una métrica específica generan datos inexactos y revisa sus prácticas para obtener datos precisos, también sería apropiado que la LEA revisara los datos de referencia para alinearlos con el proceso de datos más precisos e informara sus resultados utilizando los datos precisos.

- Si una autoridad educativa local (LEA) decide revisar sus datos de referencia, como mínimo, debe identificar claramente el cambio como parte de su respuesta a la descripción de cambios solicitada en el Análisis de Metas. También se recomienda encarecidamente a las LEA que involucren a sus socios educativos en la decisión de revisar o no la base de datos y que les comuniquen el cambio propuesto.

o Nota para las escuelas autónomas: Las escuelas autónomas que desarrollan un LCAP de uno o dos años pueden identificar una nueva línea de base cada año, como aplicable.

Resultados del año 1

Al completar el LCAP para el año escolar 2025-26, ingrese los datos más recientes disponibles. Indique el año escolar al que corresponden los datos.

o Nota para las escuelas autónomas: Las escuelas autónomas que desarrollan un LCAP de un año pueden proporcionar el resultado del año 1 al completar el LCAP tanto para 2025-26 como para 2026-27 o puede proporcionar el resultado del año 1 para 2025-26 y proporcionar el resultado del año 2 para 2026-27.

Resultados del año 2

Al completar el LCAP para el año escolar 2026-27, ingrese los datos más recientes disponibles. Indique el año escolar al que corresponden los datos.

o Nota para las escuelas autónomas: Las escuelas autónomas que desarrollen un LCAP de un año pueden identificar el resultado del año 2 como no aplicable al completar el LCAP para 2026-27 o pueden proporcionar el resultado del año 2 para 2026-27.

Objetivo para el resultado del año 3

- Al completar el primer año del LCAP, ingrese el resultado objetivo para la métrica relevante que el LEA espera lograr al final del año. el ciclo LCAP de tres años.

o Nota para las escuelas autónomas: Las escuelas autónomas que desarrollan un LCAP de uno o dos años pueden identificar un objetivo para el año 1 o un objetivo para el año 2, según corresponda.

Diferencia actual con respecto a la línea base

- Al completar el LCAP para 2025-26 y 2026-27, ingrese la diferencia actual entre la línea de base y el resultado anual, como se indica a continuación. aplicable.

o Nota para las escuelas autónomas: Las escuelas autónomas que desarrollen un LCAP de uno o dos años identificarán la diferencia actual entre el línea de base y el resultado anual para el año 1 y/o la diferencia actual entre la línea de base y el resultado anual para el año 2, según corresponda.

Cronograma para que los distritos escolares y los COE completen la parte de "Medición e informe de resultados" del Objetivo.

| Métrico | Base | Resultados del año 1 | Resultados del año 2 | Objetivo para el año 3 Resultado | Diferencia actual desde la línea base |
|--|--|---|---|--|---|
| Ingrese información en este cuadro al completar el LCAP para 2024-25 o al agregar una nueva métrica. | Ingrese información en este cuadro al completar el LCAP para 2024-25 o al agregar una nueva métrica. | Ingrese la información en este recuadro al completar el LCAP para el año fiscal 2025-26. Déjelo en blanco hasta entonces. | Ingrese la información en este recuadro al completar el LCAP para el año fiscal 2026-27. Déjelo en blanco hasta entonces. | Ingrese información en este cuadro al completar el LCAP para 2024-25 o al agregar una nueva métrica. | Ingrese información en este cuadro al completar el LCAP para 2025-26 y 2026-27. Dejar en blanco hasta entonces. |

Análisis de objetivos:

Ingrese al año LCAP.

Utilizando datos reales de resultados medibles anuales, incluyendo los datos del Panel de Control, analice si las acciones planificadas fueron efectivas para alcanzar el objetivo. "Efectivas" se refiere al grado en que las acciones planificadas lograron el resultado objetivo. Responda a las indicaciones según las instrucciones.

Nota: Al completar el LCAP 2024-25, utilice la plantilla de Actualización anual del Plan de control y rendición de cuentas local 2023-24 para completar el Análisis de objetivos e identificar las indicaciones del Análisis de objetivos en el LCAP 2024-25 como "No aplicable".

Una descripción de la implementación general, incluidas cualquier diferencia sustancial entre las acciones planificadas y la implementación real de estas acciones, y cualquier desafío y éxito relevante experimentado con la implementación.

- Describir la implementación general de las acciones para lograr el objetivo articulado, incluidos los desafíos y éxitos relevantes con experiencia en implementación.

o Incluya una discusión de los desafíos y éxitos relevantes experimentados con el proceso de implementación.

o Esta discusión debe incluir cualquier instancia en la que el LEA no implementó una acción planificada o implementó una acción planificada de una manera que difiere sustancialmente de cómo se describió en el LCAP adoptado.

Una explicación de las diferencias materiales entre los gastos presupuestados y los gastos reales estimados y/o los porcentajes planificados de servicios mejorados y los porcentajes reales estimados de servicios mejorados.

- Explique las diferencias sustanciales entre los Gastos Presupuestados y los Gastos Reales Estimados, y entre los Porcentajes Planificados de Servicios Mejorados y los Porcentajes Reales Estimados de Servicios Mejorados, según corresponda. No es necesario abordar variaciones menores en los gastos o porcentajes, y no se requiere una contabilidad dólar por dólar.

Una descripción de la eficacia o ineficacia de las acciones específicas realizadas hasta la fecha para avanzar hacia el objetivo.

- Describa la eficacia o ineficacia de las acciones específicas hasta la fecha para avanzar hacia la meta. «Eficacia» se refiere al grado de éxito de las acciones para lograr el resultado previsto, mientras que «ineficacia» se refiere a que las acciones no produjeron ningún resultado significativo o previsto.

o En algunos casos, no todas las acciones de un objetivo tendrán como objetivo mejorar el rendimiento en todas las métricas asociadas con el objetivo.

o Al responder a esta solicitud, las autoridades educativas locales pueden evaluar la eficacia de una sola acción o un grupo de acciones dentro del objetivo en el Contexto del desempeño en una sola métrica o grupo de métricas específicas dentro del objetivo, aplicables a las acciones. Agrupar acciones con métricas permitirá un análisis más sólido sobre la eficacia de la estrategia que la autoridad educativa local (LEA) utiliza para impactar un conjunto específico de métricas y aumentará la transparencia para los socios educativos. Se recomienda a las LEA que utilicen este enfoque cuando los objetivos incluyan múltiples acciones y métricas que no estén estrechamente relacionadas.

o A partir del desarrollo del LCAP 2024-25, el LEA debe cambiar las acciones que no han demostrado ser efectivas en un período de tres años período del año.

Una descripción de cualquier cambio realizado en el objetivo planificado, las métricas, los resultados previstos o las acciones para el próximo año que surgieron de reflexiones sobre la práctica anterior.

- Describa cualquier cambio realizado en este objetivo, los resultados esperados, las métricas o las acciones para lograr este objetivo como resultado de este análisis y análisis de los datos proporcionados en el Dashboard u otros datos locales, según corresponda.

o Como se señaló anteriormente, a partir del desarrollo del LCAP 2024-25, el LEA debe cambiar las acciones que no han demostrado ser eficaces.

Vigente durante un período de tres años. En el caso de las acciones identificadas como ineficaces, la autoridad educativa local (LEA) debe identificar la acción ineficaz e incluir una descripción de lo siguiente:

- Las razones de la ineficacia, y
- Cómo los cambios en la acción darán lugar a un enfoque nuevo o fortalecido.

Comportamiento:

Complete la tabla de la siguiente manera. Añada filas adicionales según sea necesario.

Acción

- Introduzca el número de acción.

Título

- Proporcione un título breve para la acción. Este título también aparecerá en las tablas de acciones.

Descripción

- Proporcionar una breve descripción de la acción.
 - o Para las acciones que contribuyen a cumplir con el requisito de servicios aumentados o mejorados, el LEA puede incluir una explicación de cómo cada acción está dirigida principalmente y es efectiva para alcanzar los objetivos del LEA para los estudiantes no duplicados, como se describe en las instrucciones para la sección Servicios aumentados o mejorados para jóvenes de crianza temporal, estudiantes de inglés y estudiantes de bajos ingresos.
 - o Como se señaló anteriormente, para cada acción identificada como 1) que contribuye al requisito de aumentar o mejorar los servicios para jóvenes de crianza temporal, estudiantes de inglés, incluidos los estudiantes de inglés a largo plazo y estudiantes de bajos ingresos y 2) que se proporciona a nivel de toda la LEA, la LEA debe identificar una o más métricas para monitorear la efectividad de la acción y sus gastos presupuestados.
 - o Estas métricas requeridas pueden identificarse dentro de la descripción de la acción o en el primer mensaje en los servicios aumentados o mejorados. sección; sin embargo, la descripción debe identificar claramente las métricas que se utilizan para monitorear la efectividad de la acción y las acciones a las que se aplican las métricas.

Fondos totales

- Ingrese el monto total de gastos asociados con esta acción. Los gastos presupuestados de fuentes de fondos específicas se proporcionarán en las tablas de acción.

Contribuyendo

- Indique si la acción contribuye a satisfacer el requisito de aumento o mejora de los servicios según se describe en la sección Servicios aumentados o mejorados utilizando una "Y" para Sí o una "N" para No.
 - o Nota: para cada una de estas acciones contribuyentes, el LEA deberá proporcionar información adicional en la sección Servicios aumentados o mejorados para abordar los requisitos del Código de Regulaciones de California, Título 5 [5 CCR] Sección 15496 en la sección Servicios aumentados o mejorados del LCAP.

Acciones para jóvenes de crianza temporal: Se anima a los distritos escolares, COE y escuelas autónomas que tienen un subgrupo de estudiantes jóvenes de crianza temporal numéricamente significativo a incluir acciones específicas en el LCAP diseñadas para satisfacer las necesidades específicas de los estudiantes jóvenes de crianza temporal.

Acciones requeridas

Para estudiantes de inglés y estudiantes de inglés a largo plazo

- Las LEA con 30 o más estudiantes de inglés y/o 15 o más estudiantes de inglés a largo plazo deben incluir acciones específicas en el LCAP relacionadas con, como mínimo:
 - o Programas de adquisición de idiomas, tal como se define en la Sección 306 del Código Educativo , proporcionados a los estudiantes, y
 - o Desarrollo profesional docente.
 - o Si una LEA tiene 30 o más estudiantes de inglés y 15 o más estudiantes de inglés a largo plazo, la LEA debe incluir acciones para ambos. Estudiantes de inglés y estudiantes de inglés a largo plazo.

Para asistencia técnica

- Las LEA elegibles para asistencia técnica de conformidad con las secciones 47607.3, 52071, 52071.5, 52072 o 52072.5 del CE deben incluir Acciones del Plan de Acción para el Control del Local (LCAP) relacionadas con la implementación del trabajo en curso como parte de la asistencia técnica. La forma más común de esta asistencia técnica se conoce como Asistencia Diferenciada.

Para los indicadores del tablero de menor rendimiento

- LEA que tienen indicadores del Tablero Rojo para (1) una escuela dentro de la LEA, (2) un grupo de estudiantes dentro de la LEA y/o (3) un grupo de estudiantes dentro de cualquier escuela dentro de la LEA debe incluir una o más acciones específicas dentro del LCAP:
 - o Las acciones específicas deben estar dirigidas a los grupos de estudiantes y/o escuelas identificados y deben abordar los indicadores estatales identificados para los cuales el grupo de estudiantes o la escuela recibió el nivel de desempeño más bajo en el Tablero de 2023. Cada grupo de estudiantes y/o escuela que reciba el nivel de desempeño más bajo en el Tablero de 2023 debe ser abordado mediante una o más acciones.
 - o Estas acciones requeridas serán efectivas durante el ciclo LCAP de tres años.

Para las LEA con fondos LREBG no utilizados

- Para implementar los requisitos de la Sección 52064.4 del EC , las LEA con fondos LREBG no gastados deben incluir una o más acciones Se financiarán con fondos LREBG dentro de los LCAP 2025-26, 2026-27 y 2027-28, según corresponda a la LEA. Las acciones financiadas con fondos LREBG deben permanecer en el LCAP hasta que la LEA haya agotado el resto de sus fondos LREBG, tras lo cual podrán ser eliminadas del LCAP.
 - o Antes de identificar las acciones incluidas en el LCAP, el LEA debe realizar una evaluación de necesidades de conformidad con la [Sección EC 32526\(d\)](#). Para [obtener información](#) relacionada con la evaluación de necesidades requerida, consulte la pestaña Información del programa en [LREBG](#)

[Información del programa](#) Página web. Puede encontrar información adicional sobre la evaluación de necesidades y los recursos basados en la evidencia para el LREBG en [los Recursos del LREBG del Sistema Estatal de Apoyo de California](#). Página web. La evaluación de necesidades requerida por el LREBG puede formar parte de la evaluación regular de necesidades de las autoridades educativas locales (LEA) para el LCAP si cumple con los requisitos de la Sección 32526(d) del Código Educativo .

- o Se anima a los distritos escolares que reciben asistencia técnica y a los COE que la brindan a utilizar la asistencia técnica. proceso de asistencia para apoyar al distrito escolar en la realización de la evaluación de necesidades requerida, la selección de acciones financiadas por el LREBG y/o la evaluación de la implementación de las acciones requeridas como parte del proceso de actualización anual del LCAP.
- o Como recordatorio, los fondos de LREBG deben usarse para implementar uno o más de los propósitos articulados en la Sección 32526(c)(2) [del EC](#) .
- o Las LEA con fondos LREBG no utilizados deben incluir una o más acciones respaldadas por fondos LREBG dentro del LCAP. Para cada Acción apoyada por la financiación de LREBG La descripción de la acción debe:
 - Identificar la acción como una acción LREBG;
 - Incluir una explicación de cómo la investigación apoya la acción seleccionada;
 - Identificar las métricas que se utilizan para monitorear el impacto de la acción; y
 - Identificar la cantidad de fondos LREBG que se están utilizando para apoyar la acción.

Servicios mejorados o aumentados para jóvenes de crianza temporal, estudiantes de inglés y familias de bajos ingresos Estudiantes

Objetivo

Una sección de Servicios Incrementados o Mejorados bien redactada proporciona a los socios educativos una descripción completa, en una sola sección dedicada, de cómo la LEA planea aumentar o mejorar los servicios para su alumnado no duplicado, según se define en la Sección 42238.02 del Código Educativo (EC), en comparación con el total de alumnos de dichos grados, según corresponda, y cómo las acciones de la LEA o de toda la escuela identificadas para este fin cumplen con los requisitos reglamentarios. Las descripciones deben ser lo suficientemente detalladas y concisas como para promover una comprensión más amplia de los socios educativos y facilitar su participación. La descripción de la LEA en esta sección debe estar en consonancia con las acciones incluidas en la sección de Metas y Acciones como contribuyentes.

Tenga en cuenta: A los efectos de cumplir con el requisito de Servicios Aumentados o Mejorados y de conformidad con la Sección 42238.02 del Código Educativo , los estudiantes de inglés a largo plazo se incluyen en el grupo de estudiantes de inglés.

Requisitos legales

Una LEA debe demostrar en su LCAP cómo está aumentando o mejorando los servicios para sus estudiantes que son jóvenes de crianza temporal, estudiantes de inglés y/o de bajos ingresos, denominados colectivamente estudiantes no duplicados, en comparación con los servicios proporcionados a todos los estudiantes en proporción al aumento en la financiación que recibe en función del número y la concentración de estudiantes no duplicados en la LEA (Sección 42238.07[a][1] del EC, EC

Sección 52064[b][8][B]; 5 CCR Sección 15496[a]). Este porcentaje de proporcionalidad también se conoce como "porcentaje mínimo de proporcionalidad" o "MPP". Una LEA demuestra que cumple con su MPP de dos maneras: (1) mediante el gasto de los fondos de la LCFF o la identificación de un Porcentaje Planificado de Servicios Mejorados, como se documenta en la Tabla de Acciones Contributivas, y (2) mediante las explicaciones proporcionadas en la sección "Servicios Mejorados o Aumentados para Jóvenes en Hogares de Acogida, Estudiantes de Inglés como Segundo Idioma y Estudiantes de Bajos Ingresos".

Mejorar los servicios significa aumentar su calidad, y aumentarlos significa aumentar su cantidad. Los servicios se incrementan o mejoran mediante las acciones del LCAP que, en la sección de Metas y Acciones, contribuyen al requisito de aumento o mejora de servicios, ya sea que se presten a toda la LEA (acción a nivel de LEA), a toda la escuela (acción a nivel de escuela) o únicamente a uno o más grupos de estudiantes no duplicados (acción limitada).

Por lo tanto, para cualquier acción que contribuya a satisfacer el requisito de aumento o mejora de servicios, el LEA debe incluir una explicación de:

- Cómo la acción aumenta o mejora los servicios para los grupos de estudiantes no duplicados (Necesidades identificadas y diseño de la acción), y
- Cómo la acción cumple con los objetivos de la LEA para sus alumnos no duplicados en el estado y cualquier área prioritaria local (Medición de la eficacia).

Acciones a nivel de toda la LEA y de toda la escuela

Además de las explicaciones requeridas anteriormente, las LEA deben proporcionar una justificación de por qué se proporciona una acción a nivel de toda la LEA o de toda la escuela a todos los estudiantes y cómo la acción pretende mejorar los resultados para los grupos de estudiantes no duplicados en comparación con todos los estudiantes.

- Las declaraciones concluyentes de que un servicio ayudará a lograr un resultado esperado para el objetivo, sin una conexión explícita o una explicación adicional de cómo, no son suficientes.
- Además, simplemente afirmar que una LEA tiene un alto porcentaje de inscripción de un grupo o grupos de estudiantes específicos no cumple con el objetivo de aumentar la o mejorar el nivel de servicios porque matricular a los estudiantes no es lo mismo que atenderlos.

Solo para distritos escolares

Las acciones implementadas a nivel de la LEA en distritos escolares con un porcentaje de alumnos no duplicados inferior al 55 % deben incluir una descripción de cómo estas acciones representan el uso más eficaz de los fondos para alcanzar las metas del distrito para sus alumnos no duplicados en las áreas prioritarias estatales y locales. La descripción debe fundamentar esta decisión, incluyendo cualquier alternativa considerada, investigación, experiencia o teoría educativa que la respalde.

Las acciones implementadas a nivel escolar para escuelas con menos del 40% de matrícula de alumnos no duplicados deben incluir una descripción de cómo estas acciones representan el uso más eficaz de los fondos para alcanzar las metas del distrito para sus alumnos no duplicados en las áreas prioritarias estatales y locales. La descripción debe fundamentar esta decisión, incluyendo cualquier alternativa considerada, investigación, experiencia o teoría educativa que la respalde.

Requisitos e instrucciones

Complete las tablas de la siguiente manera:

- Especifique la cantidad de fondos de subvención suplementarios y de concentración LCFF que la LEA estima que recibirá el próximo año en función de El número y la concentración de jóvenes en hogares de acogida, estudiantes de inglés como segundo idioma y estudiantes de bajos recursos. Esta cantidad incluye la Subvención Adicional de Concentración LCFF del 15 %.

Subvención proyectada adicional del 15 por ciento para la concentración de LCFF

- Especificar la cantidad de fondos adicionales de la subvención de concentración LCFF, como se describe en la Sección 42238.02 del EC , que el LEA estima que recibirá el próximo año.

Porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar

- Especificar el porcentaje estimado en que se deben aumentar o mejorar los servicios para alumnos no duplicados en comparación con los servicios proporcionado a todos los estudiantes en el año LCAP según lo calculado de conformidad con la Sección 15496(a)(7) del Título 5 del CCR .

Transferencia de LCFF — Porcentaje

- Especifique el porcentaje de arrastre de LCFF: el porcentaje identificado en la tabla de arrastre de LCFF. Si no se identifica un porcentaje de arrastre en la LCFF Tabla de arrastre, especifique un porcentaje de cero (0,00%).

Remanente de LCFF — Dólar

- Especifique el remanente de la LCFF: importe en dólares identificado en la tabla de remanentes de la LCFF. Si no se identifica un remanente en la LCFF Tabla de arrastre, especifique un monto de cero (\$0).

Porcentaje total para aumentar o mejorar los servicios para el próximo año escolar

- Agregue el porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar y el LCFF proporcional requerido Porcentaje de Transferencia y especifique el porcentaje. Este es el porcentaje que la LEA debe aplicar para aumentar o mejorar los servicios para alumnos no duplicados en comparación con los servicios prestados a todos los estudiantes en el año del LCAP, calculado de conformidad con el Título 5 del Código de Regulaciones de California (CCR) , Sección 15496(a)(7).

Descripciones requeridas:

Acciones a nivel de toda la LEA y de toda la escuela

Para cada acción que se proporcione a una LEA o escuela en su totalidad, proporcione una explicación de (1) las necesidades identificadas únicas del grupo o grupos de estudiantes no duplicados para quienes está dirigida principalmente la acción, (2) cómo está diseñada la acción para abordar las necesidades identificadas y por qué se proporciona a nivel de LEA o de toda la escuela, y (3) las métricas utilizadas para medir la efectividad de la acción para mejorar los resultados para el grupo o grupos de estudiantes no duplicados.

Si el LEA ha proporcionado esta descripción requerida en las Descripciones de acciones, indíquelo así en la tabla.

Complete la tabla de la siguiente manera:

Necesidad(es) identificada(s)

Proporcionar una explicación de las necesidades únicas identificadas de los grupos de estudiantes no duplicados del LEA a quienes se dirige principalmente la acción.

Una LEA demuestra que una acción se dirige principalmente a un grupo de estudiantes no duplicados cuando explica las necesidades, condiciones o circunstancias de dichos grupos identificadas mediante una evaluación de necesidades y cómo la acción las aborda. Una evaluación de necesidades significativa incluye, como mínimo, el análisis de los datos pertinentes sobre el rendimiento estudiantil y la retroalimentación de los socios educativos.

Cómo se diseñan las acciones para abordar las necesidades y por qué se brindan a nivel de toda la LEA o de toda la escuela

Brindar una explicación de cómo la acción tal como está diseñada abordará las necesidades identificadas únicas de los grupos de estudiantes no duplicados del LEA para quienes está dirigida principalmente la acción y la razón por la cual la acción se proporciona a nivel de todo el LEA o de toda la escuela.

- Como se indicó anteriormente, las declaraciones concluyentes de que un servicio ayudará a lograr un resultado esperado para el objetivo, sin una conexión explícita o una explicación más detallada de cómo hacerlo no son suficientes.
- Además, simplemente afirmar que una LEA tiene un alto porcentaje de inscripción de un grupo o grupos de estudiantes específicos no cumple con el objetivo de aumentar la o mejorar el nivel de servicios porque matricular a los estudiantes no es lo mismo que atenderlos.

Métrica(s) para monitorear la efectividad

Identifique las métricas que se utilizan para medir el progreso y la eficacia de las acciones.

Nota para los COE y las escuelas charter: en el caso de los COE y las escuelas charter, los términos escuela y comunidad educativa local se consideran sinónimos.

Acciones limitadas

Para cada acción que se brinde únicamente a uno o más grupos de estudiantes no duplicados, proporcione una explicación de (1) las necesidades identificadas únicas de los grupos de estudiantes no duplicados a los que se sirve, (2) cómo está diseñada la acción para abordar las necesidades identificadas y (3) cómo se medirá la efectividad de la acción para mejorar los resultados de los grupos de estudiantes no duplicados.

Si el LEA ha proporcionado las descripciones requeridas en las Descripciones de Acciones, indíquelo así.

Complete la tabla de la siguiente manera:

Necesidad(es) identificada(s)

Proporcionar una explicación de las necesidades únicas del grupo o grupos de estudiantes no duplicados atendidos, identificados a través de la evaluación de necesidades del LEA. Una evaluación de necesidades significativa incluye, como mínimo, el análisis de los datos aplicables sobre el rendimiento estudiantil y la retroalimentación de los socios educativos.

Cómo se diseñan las acciones para abordar las necesidades

Proporcione una explicación de cómo la acción está diseñada para abordar las necesidades únicas identificadas de los grupos de estudiantes no duplicados a los que se atiende.

Métrica(s) para monitorear la efectividad

Identifique las métricas que se utilizan para medir el progreso y la eficacia de las acciones.

Para cualquier acción limitada que contribuya a satisfacer el requisito de aumento o mejora de servicios que esté asociado con un porcentaje planificado de servicios mejorados en la tabla de resumen de contribuciones en lugar de un gasto de fondos LCFF, describa la metodología que se utilizó para determinar la contribución de la acción hacia el porcentaje proporcional, según corresponda.

- Para cada acción con un porcentaje planificado identificado de servicios mejorados, identifique el objetivo y el número de acción y describa la metodología que se utilizó.

Al identificar un Porcentaje Planificado de Servicios Mejorados, la LEA debe describir la metodología utilizada para determinar la contribución de la acción al porcentaje proporcional. El porcentaje de servicios mejorados para una acción corresponde a la cantidad de fondos LCFF que la LEA estima que invertiría para implementar la acción si se financiara.

Por ejemplo, una LEA determina que es necesario analizar datos para garantizar que los auxiliares de enseñanza y los proveedores de aprendizaje expandido sepan qué apoyos específicos brindar a los estudiantes en hogares de acogida. La LEA podría implementar esta medida contratando personal adicional para recopilar y analizar datos y coordinar los apoyos para los estudiantes, lo cual, según su escala salarial actual, estima que costaría \$165,000. En cambio, la LEA opta por utilizar parte del tiempo del personal existente para analizar datos relacionados con los estudiantes en hogares de acogida. Este análisis se compartirá con los directores de las escuelas, quienes utilizarán los datos para coordinar los servicios prestados por los auxiliares de enseñanza y los proveedores de aprendizaje expandido para enfocar el apoyo a los estudiantes. En este ejemplo, la LEA dividiría el costo estimado de \$165,000 entre la cantidad de fondos LCFF identificada en la Tabla de Gastos Totales Planificados y luego convertiría el cociente a un porcentaje. Este porcentaje es el Porcentaje Planificado de Servicios Mejorados para la medida.

Financiación adicional de subvenciones de concentración

Una descripción del plan sobre cómo se utilizará el financiamiento adicional de la subvención de concentración identificado anteriormente para aumentar la cantidad de personal que brinda servicios directos a los estudiantes en escuelas que tienen una alta concentración (más del 55 por ciento) de jóvenes de crianza temporal, estudiantes de inglés y estudiantes de bajos ingresos, según corresponda.

Una LEA que reciba la subvención adicional de concentración descrita en la Sección 42238.02 del Código Educativo (EC) debe demostrar cómo utiliza estos fondos para aumentar el número de personal que presta servicios directos a los estudiantes en escuelas con una matrícula de estudiantes no duplicados superior al 55%, en comparación con el número de personal que presta servicios directos a los estudiantes en escuelas con una matrícula de estudiantes no duplicados igual o inferior al 55%. El personal que presta servicios directos a los estudiantes debe ser personal certificado o clasificado empleado por la LEA; el personal clasificado incluye al personal de conserjería.

Proporcione las siguientes descripciones, según corresponda al LEA:

- Una LEA que no reciba una subvención de concentración o el complemento de subvención de concentración debe indicar que no se ha recibido una respuesta a esta solicitud aplicable.

- Identificar los números de objetivos y acciones de las acciones en el LCAP que el LEA está implementando para cumplir con el requisito de aumentar la cantidad de personal que brinda servicios directos a los estudiantes en las escuelas con una matrícula de estudiantes no duplicados que es mayor al 55 por ciento.
- Una LEA que no tiene escuelas de comparación para describir cómo está utilizando los fondos adicionales de la subvención de concentración, como una LEA de una sola escuela o una LEA que solo tiene escuelas con una matrícula de estudiantes no duplicados que es mayor al 55 por ciento, debe describir cómo está utilizando los fondos para aumentar la cantidad de personal acreditado, personal clasificado o ambos, incluido el personal de limpieza, que brinda servicios directos a los estudiantes en escuelas seleccionadas y los criterios utilizados para determinar qué escuelas requieren apoyo de personal adicional.
- En el caso de que una subvención de concentración adicional no sea suficiente para aumentar el personal que presta servicios directos a los estudiantes en un En una escuela con una matrícula de estudiantes no duplicados mayor al 55 por ciento, la LEA debe describir cómo está utilizando los fondos para retener al personal que brinda servicios directos a los estudiantes en una escuela con una matrícula de estudiantes no duplicados mayor al 55 por ciento.

Complete la tabla de la siguiente manera:

- Proporcionar la proporción de personal por estudiante del personal clasificado que presta servicios directos a estudiantes con una concentración de estudiantes no duplicados del 55 por ciento o menos y la proporción de personal por estudiante del personal clasificado que presta servicios directos a estudiantes en escuelas con una concentración de estudiantes no duplicados superior al 55 por ciento, según corresponda al LEA.
 - o La LEA puede agrupar sus escuelas por grado (primaria, secundaria y preparatoria), según corresponda a la LEA.
 - o La proporción de personal por estudiante debe basarse en el número de personal equivalente a tiempo completo (ETC) y el número de estudiantes matriculados, contabilizados el primer miércoles de octubre de cada año.
- Proporcionar la proporción de personal por estudiante del personal certificado que brinda servicios directos a los estudiantes en escuelas con una concentración de estudiantes no duplicados del 55 por ciento o menos y la proporción de personal por estudiante del personal certificado que brinda servicios directos a los estudiantes en escuelas con una concentración de estudiantes no duplicados que sea mayor al 55 por ciento, según corresponda al LEA.
 - o La LEA puede agrupar sus escuelas por grado (primaria, secundaria y preparatoria), según corresponda a la LEA.
 - o La proporción de personal por estudiante debe basarse en el número de personal FTE y el número de estudiantes matriculados contabilizados en el primer Miércoles de octubre de cada año.

Tablas de acción

Complete la Tabla de Gastos Totales Planificados para cada acción del LCAP. La información ingresada en esta tabla se incluirá automáticamente en las demás Tablas de Acciones. La información solo se ingresa en la Tabla de Gastos Totales Planificados, la Tabla de Actualización Anual, la Tabla de Actualización Anual de Acciones Contributivas y la Tabla de Transferencia de LCFF. Se ha añadido la palabra "input" a los encabezados de columna para facilitar la identificación de las columnas donde se ingresará la información. No se ingresa información en las demás Tablas de Acciones.

Las siguientes tablas deben incluirse como parte del LCAP adoptado por la junta o el órgano de gobierno local:
Plan de Control Local y Rendición de Cuentas 2025-26 para el Distrito Escolar Mountain View Whisman

- Tabla 1: Tabla de gastos totales planificados (para el próximo año LCAP)
- Tabla 2: Tabla de acciones contribuyentes (para el próximo año LCAP)
- Tabla 3: Tabla de actualización anual (para el año LCAP actual)
- Tabla 4: Tabla de actualización anual de acciones contribuyentes (para el año LCAP actual)
- Tabla 5: Tabla de transferencia de LCFF (para el año LCAP actual)

Nota: El próximo año del LCAP es el año de planificación, mientras que el año actual del LCAP es el año de implementación. Por ejemplo, al desarrollar el LCAP 2024-25, 2024-25 será el próximo año del LCAP y 2023-24 será el año actual del LCAP.

Tabla de gastos totales planificados

En la Tabla de Gastos Totales Planificados, ingrese la siguiente información para cada acción del LCAP para ese año LCAP correspondiente:

- Año LCAP: Identifique el año LCAP aplicable.
- 1. Subvención base LCFF proyectada: proporcione el monto total estimado al que se tiene derecho en LCFF para el próximo año escolar, excluyendo el subvenciones suplementarias y de concentración y los complementos para el programa de Subvenciones en Bloque para la Mejora de la Instrucción Dirigida, el antiguo programa de Transporte del Hogar a la Escuela y el programa de Transporte de Distritos Escolares Pequeños, de conformidad con la Sección 15496(a)(8) del Título 5 del CCR . Tenga en cuenta que la subvención base del LCFF para los fines del LCAP también incluye las asignaciones para escuelas pequeñas necesarias y el objetivo de recuperación económica para los distritos escolares, y la subvención para operaciones del condado para los COE.

Consulte las secciones 2574 (para COE) y 42238.02 (para distritos escolares y escuelas autónomas) del EC , según corresponda, para los cálculos de derechos de LCFF.
- 2. Subvenciones suplementarias y/o de concentración de LCFF proyectadas: proporcione el monto total de las subvenciones suplementarias y de concentración de LCFF. subvenciones estimadas en función del número y concentración de estudiantes no duplicados para el próximo año escolar.
- 3. Porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar: Este porcentaje no se ingresará; se Se calcula con base en la Subvención Base Proyectada de la LCFF y las Subvenciones Suplementarias y/o de Concentración Proyectadas de la LCFF, de conformidad con el Título 5 del Código de Regulaciones de California (CCR) , Sección 15496(a)(8). Este porcentaje representa el aumento o la mejora de los servicios para alumnos no duplicados en comparación con los servicios prestados a todos los estudiantes en el próximo año del LCAP.
- Transferencia de LCFF — Porcentaje: especifique la transferencia de LCFF — Porcentaje identificado en la tabla de transferencia de LCFF del LCAP anterior año. Si no se identifica un porcentaje de arrastre en la Tabla de Arrastre de LCFF, especifique un porcentaje de cero (0,00%).
- Porcentaje total para aumentar o mejorar los servicios para el próximo año escolar: Este porcentaje no se ingresará; se calcula con base en el porcentaje proyectado para aumentar o mejorar los servicios para el próximo año escolar y el remanente de LCFF.

Porcentaje. Este es el porcentaje en el que la LEA debe aumentar o mejorar los servicios para los alumnos no duplicados en comparación con los servicios prestados a todos los estudiantes en el próximo año del LCAP.

- Objetivo n.º: Ingrese el número de objetivo LCAP para la acción.
- Acción #: Ingrese el número de la acción como se indica en el objetivo del LCAP.
- Título de la acción: proporcione un título de la acción.
- Grupo(s) de estudiantes: Indique el grupo o los grupos de estudiantes que serán los principales beneficiarios de la acción ingresando "Todos" o ingresando un grupo o grupos de estudiantes específicos.
- ¿ Contribuir a aumentar o mejorar los servicios?: Escriba "Sí" si la acción se incluye como contribución para alcanzar los objetivos de aumento o mejora. requisito de servicios mejorados; O, escriba "No" si la acción no está incluida como contribución para satisfacer el requisito de servicios aumentados o mejorados.
- Si ingresa "Sí" en la columna Contribución, complete las siguientes columnas:

Alcance : El alcance de una acción puede ser a nivel de la LEA (es decir, a nivel de distrito, condado o escuela autónoma), a nivel escolar o limitado. Una acción con alcance a nivel de la LEA mejora todo el programa educativo de la LEA. Una acción con alcance a nivel escolar mejora todo el programa educativo de una sola escuela. Una acción con alcance limitado es aquella que beneficia solo a uno o más grupos de estudiantes no duplicados.

o Grupo(s) de estudiantes no duplicados: Independientemente del alcance, las acciones contribuyentes sirven a uno o más grupos de estudiantes no duplicados. Indique uno o más grupos de estudiantes no duplicados para quienes se están incrementando o mejorando los servicios en comparación con lo que reciben todos los estudiantes.

o Ubicación: Identifique la ubicación donde se realizará la acción. Si la acción se proporciona a todas las escuelas dentro de la LEA, la LEA Debe indicar "Todas las escuelas". Si la acción se proporciona a escuelas específicas dentro de la LEA o solo a grados específicos, la LEA debe ingresar "Escuelas específicas" o "Grados específicos". Identifique la escuela individual o un subconjunto de escuelas o grados (por ejemplo, todas las escuelas secundarias o los grados desde kínder de transición hasta quinto grado), según corresponda.

- Periodo de tiempo: Ingrese "en curso" si la acción se implementará por un período indeterminado. De lo contrario, indique el periodo de tiempo. en el que se implementará la acción. Por ejemplo, una autoridad local educativa (LEA) podría indicar «1 año», «2 años» o «6 meses».
- Personal total: Ingrese el monto total de gastos de personal utilizados para implementar esta acción.
- Total no personal: este monto se calculará automáticamente en función de la información proporcionada en la columna Personal total y La columna Fondos totales.

- Fondos LCFF: Ingrese la cantidad total de fondos LCFF utilizados para implementar esta acción, si corresponde. Los fondos LCFF incluyen todos los fondos que conforman el objetivo total de LCFF de una LEA (es decir, subvención base, ajuste de rango de grados, subvención suplementaria, subvención de concentración, Subvención en Bloque para la Mejora Educativa Específica y Transporte del Hogar a la Escuela).

Nota : Para que una acción contribuya a satisfacer la necesidad de servicios adicionales o mejorados, debe incluir algún tipo de financiación del LCFF. La acción también puede incluir financiación de otras fuentes; sin embargo, la medida en que una acción contribuya a satisfacer la necesidad de servicios adicionales o mejorados depende de la financiación del LCFF utilizada para implementarla.

- Otros fondos estatales: Ingrese el monto total de otros fondos estatales utilizados para implementar esta acción, si corresponde.

Nota : Los fondos de multiplicación de capital deben incluirse en la categoría "Otros fondos estatales", no en la categoría "Fondos LCFF".

Recordatorio: Los fondos del Multiplicador de Equidad deben utilizarse para complementar, no para suplantar, la financiación proporcionada a las escuelas del Multiplicador de Equidad para los fines de la LCFF, el ELO-P, el LCRS o el CCSPP. Esto significa que los fondos del Multiplicador de Equidad no deben utilizarse para reemplazar la financiación que una escuela del Multiplicador de Equidad recibiría para implementar las acciones a nivel de la LEA identificadas en el LCAP de la LEA, ni para implementar las disposiciones del ELO-P, el LCRS o el CCSPP.

- Fondos locales: Ingrese el monto total de fondos locales utilizados para implementar esta acción, si corresponde.
- Fondos Federales: Ingrese el monto total de fondos federales utilizados para implementar esta acción, si corresponde.
- Fondos totales: este monto se calcula automáticamente en función de los montos ingresados en las cuatro columnas anteriores.
- Porcentaje planificado de mejora de los servicios: Para cualquier acción identificada como contribuyente, que se proporcione de forma limitada a estudiantes no duplicados y que no tenga financiación asociada, indique la mejora de calidad planificada prevista para la acción como porcentaje redondeado a la centésima más cercana (0,00%). Una acción limitada es una acción que solo atiende a jóvenes de acogida, estudiantes de inglés como segundo idioma o estudiantes de bajos ingresos.

Como se indica en las instrucciones de la sección "Servicios Aumentados o Mejorados", al identificar un Porcentaje Planificado de Servicios Mejorados, la LEA debe describir la metodología utilizada para determinar la contribución de la acción al porcentaje proporcional. El porcentaje de servicios mejorados para una acción corresponde a la cantidad de fondos LCFF que la LEA estima que invertiría para implementar la acción si se financiara.

Por ejemplo, una LEA determina que es necesario analizar datos para garantizar que los auxiliares de enseñanza y los proveedores de aprendizaje expandido sepan qué apoyos específicos brindar a los estudiantes en hogares de acogida. La LEA podría implementar esta acción contratando personal adicional para recopilar y analizar datos y coordinar los apoyos para los estudiantes, lo cual, según su escala salarial actual, estima que costaría \$165,000. En cambio, la LEA opta por utilizar parte del tiempo del personal existente para analizar datos relacionados con los estudiantes en hogares de acogida. Este análisis se compartirá con los directores de las escuelas, quienes utilizarán los datos para coordinar los servicios prestados por los auxiliares de enseñanza y los proveedores de aprendizaje expandido para enfocar el apoyo a los estudiantes. En este ejemplo, la LEA dividiría el costo estimado de \$165,000 entre la cantidad de fondos LCFF identificada en la Tabla de Entrada de Datos y luego convertiría el cociente a un porcentaje. Este porcentaje es el Porcentaje Planificado de Servicios Mejorados para la acción.

Tabla de acciones contribuyentes

Como se indicó anteriormente, la información no se ingresará en la Tabla de Acciones Contribuyentes; sin embargo, deberá verificar la columna "¿Contribuye al aumento o mejora de los servicios?" para asegurarse de que solo se muestren las acciones con un "Sí". Si se muestran acciones con un "No" o si las acciones que contribuyen no se muestran en la columna, utilice el menú desplegable en el encabezado de la columna para filtrar solo las respuestas "Sí".

Tabla de actualización anual

En la Tabla de Actualización Anual, proporcione la siguiente información para cada acción del LCAP para el año LCAP correspondiente:

- Gastos reales estimados: Ingrese el total de gastos reales estimados para implementar esta acción, si los hubiera.

Tabla de actualización anual de acciones contribuyentes

En la Tabla de Actualización Anual de Acciones Contributivas, revise la columna "¿Contribuye a un aumento o mejora de los servicios?" para asegurarse de que solo se muestren las acciones con un "Sí". Si se muestran las acciones con un "No" o si las acciones que contribuyen no se muestran en la columna, utilice el menú desplegable en el encabezado de la columna para filtrar solo las respuestas "Sí". Proporcione la siguiente información para cada acción contribuyente en el LCAP para el año correspondiente:

- 6. Subvenciones suplementarias y/o de concentración LCFF reales estimadas: proporcione la cantidad total de subvenciones suplementarias y de concentración LCFF estimadas en función de la cantidad y la concentración de estudiantes no duplicados en el año escolar actual.
- Gastos reales estimados para acciones contributivas: Ingrese el gasto real total estimado de los fondos LCFF utilizados para implementar esta acción, si corresponde.
- Porcentaje real estimado de servicios mejorados: para cualquier acción identificada como contribuyente, que se brinde de manera limitada solo a estudiantes no duplicados y que no tenga fondos asociados con la acción, ingrese la mejora de calidad real total estimada anticipada para la acción como un porcentaje redondeado al centésimo más cercano (0,00%).

o Basándose en el ejemplo anterior para calcular el Porcentaje Planificado de Servicios Mejorados, la LEA implementa la acción. Como parte del proceso de actualización anual, la LEA revisa los datos de implementación y de resultados estudiantiles y determina que la acción se implementó con fidelidad y que los resultados de los jóvenes en hogares de acogida mejoraron. La LEA revisa el costo estimado original de la acción y determina que, de haber contratado personal adicional para recopilar y analizar datos y coordinar los apoyos para los estudiantes, el costo real estimado habría sido de \$169,500 debido a un ajuste por costo de vida. La LEA dividiría el costo real estimado de \$169,500 entre la cantidad de fondos de la LCFF identificada en la Tabla de Entrada de Datos y luego convertiría el cociente a un porcentaje. Este porcentaje es el Porcentaje Real Estimado de Servicios Mejorados para la acción.

Tabla de transferencia de LCFF

- 9. Subvención base LCFF real estimada: proporcione el monto total estimado de la subvención objetivo LCFF para el año escolar actual, excluyendo las subvenciones suplementarias y de concentración y los complementos para el programa de Subvenciones en Bloque para la Mejora de la Instrucción Dirigida,

El antiguo programa de Transporte de la Casa a la Escuela y el programa de Transporte para Distritos Escolares Pequeños, de conformidad con el Título 5 del Código de Reglamentos de California (CCR) , Sección 15496(a)(8). Cabe destacar que la Subvención Base de la LCFF, a efectos del LCAP, también incluye las asignaciones para Escuelas Pequeñas Necesarias y el Objetivo de Recuperación Económica para distritos escolares, así como la Subvención para Operaciones del Condado para las Escuelas de Educación Primaria (COE). Consulte las secciones 2574 del Código de Educación (CE) (para COE) y 42238.02 (para distritos escolares y escuelas chárter), según corresponda, para el cálculo de los derechos a la LCFF.

- 10. Porcentaje total para aumentar o mejorar los servicios del año escolar en curso: Este porcentaje no se registrará. Se calcula con base en los montos de la Subvención Base Estimada Real de la LCFF (9) y las Subvenciones Suplementarias y/o de Concentración Estimadas Reales de la LCFF (6), de conformidad con el Título 5 del Código de Regulaciones de California (CCR), Sección 15496(a)(8), más el porcentaje remanente de la LCFF del año anterior. Este porcentaje representa el aumento o la mejora de los servicios para los alumnos no duplicados en comparación con los servicios prestados a todos los estudiantes en el año LCAP en curso.

Cálculos en las Tablas de Acciones

Para reducir la duplicación de esfuerzos de las autoridades educativas locales, las Tablas de Acciones incluyen funciones como el relleno previo de campos y celdas según la información proporcionada en la Tabla de Entrada de Datos, la Tabla de Resumen de Actualización Anual y la Tabla de Acciones Contributivas. Para mayor transparencia, la funcionalidad y los cálculos utilizados se detallan a continuación.

Tabla de acciones contributivas

- 4. Total de gastos contributivos planificados (fondos LCFF)
 - o Este monto es el total de la columna Gastos planificados para acciones contributivas (Fondos LCFF).
- 5. Porcentaje total planificado de servicios mejorados
 - o Este porcentaje es el total de la columna Porcentaje planificado de servicios mejorados.
- Porcentaje planificado para aumentar o mejorar los servicios para el próximo año escolar (4 dividido por 1, más 5)
 - o Este porcentaje se calcula dividiendo los gastos contributivos planificados totales (4) por la subvención base LCFF proyectada (1), convirtiendo el cociente en un porcentaje y sumándolo al Porcentaje Total Planificado de Servicios Mejorados (5).

Tabla de actualización anual de acciones contribuyentes

De conformidad con la Sección 42238.07(c)(2) del Código Educativo (EC) , si el Total de Gastos Contributivos Planificados (4) es inferior al Estimado Real de las Subvenciones Suplementarias y de Concentración de la LCFF (6), el LEA debe calcular la diferencia entre el Porcentaje Total Planificado de Servicios Mejorados (5) y el Porcentaje Total Estimado Real de Servicios Mejorados (7). Si el Total de Gastos Contributivos Planificados (4) es igual o superior al Estimado Real de las Subvenciones Suplementarias y de Concentración de la LCFF (6), la Diferencia entre el Porcentaje Planificado y el Estimado Real de Servicios Mejorados se mostrará como "No Requerido".

- 6. Subvenciones suplementarias y de concentración reales estimadas de la LCFF

o Esta es la cantidad total de subvenciones suplementarias y de concentración de LCFF que el LEA estima que realmente recibirá en función de Número y concentración de estudiantes no duplicados en el año escolar actual.

• 4. Total de gastos contributivos planificados (fondos LCFF)

o Esta cantidad es el total de los gastos planificados del año pasado para acciones contributivas (fondos LCFF).

• 7. Gastos reales totales estimados para acciones contributivas

o Esta cantidad es el total de los gastos reales estimados para acciones contributivas (fondos LCFF).

• Diferencia entre los gastos reales planificados y estimados para las acciones contributivas (restar 7 de 4)

o Esta cantidad es el total estimado de gastos reales para las acciones contribuyentes (7) menos el total planificado. Gastos Contributivos (4).

• 5. Porcentaje total planificado de servicios mejorados (%)

o Esta cantidad es el total de la columna Porcentaje planificado de servicios mejorados.

• 8. Porcentaje real total estimado de servicios mejorados (%)

o Esta cantidad es el total de la columna Porcentaje real estimado de servicios mejorados.

• Diferencia entre el porcentaje planificado y el porcentaje real estimado de servicios mejorados (restar 5 de 8)

o Esta cantidad es el Porcentaje Total Planificado de Servicios Mejorados (5) menos el Porcentaje Total Estimado Real de Servicios mejorados (8).

Tabla de transferencia de LCFF

• 10. Porcentaje total para aumentar o mejorar los servicios para el año escolar actual (6 dividido por 9 más el porcentaje de transferencia)

o Este porcentaje es la Subvención Suplementaria y/o de Concentración LCFF Real Estimada (6) dividida por la Subvención Base LCFF Real Estimada (9) más el Transferencia de LCFF – Porcentaje del año anterior.

• 11. Porcentaje real estimado de servicios aumentados o mejorados (7 dividido por 9, más 8)

o Este porcentaje es el total estimado de gastos reales para acciones contribuyentes (7) dividido por el financiamiento LCFF (9), luego se convierte el cociente a un porcentaje y se suma el porcentaje total estimado real de servicios mejorados (8).

• 12. Transferencia de LCFF: monto en dólares de la transferencia de LCFF (restar 11 de 10 y multiplicar por 9)

o Si el porcentaje real estimado de servicios aumentados o mejorados (11) es menor que el porcentaje real estimado para aumentar o mejorar los servicios (10), el LEA debe transferir los fondos LCFF.

El monto de los fondos LCFF se calcula restando el Porcentaje Real Estimado para el Aumento o la Mejora de los Servicios (11) del Porcentaje Real Estimado de Aumento o Mejora de los Servicios (10) y luego multiplicando por la Subvención Base Real Estimada del LCFF (9). Esta cantidad es la cantidad de fondos LCFF que se debe transferir al año siguiente.

- 13. Transferencia de LCFF: porcentaje (12 dividido por 9)

Este porcentaje representa la parte no satisfecha del Porcentaje para Aumentar o Mejorar los Servicios que la LEA debe transferir al siguiente año del LCAP.

El porcentaje se calcula dividiendo el Transferencia de la LCFF (12) entre el Financiamiento de la LCFF (9).

Departamento de Educación de California
Noviembre de 2024



Mountain View
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Local Control Accountability Plan (LCAP)

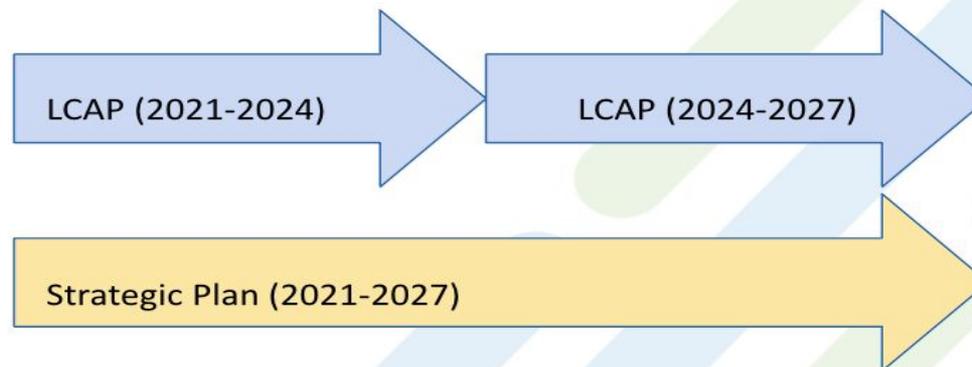
May 2025

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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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School District

Local Control Accountability Plan

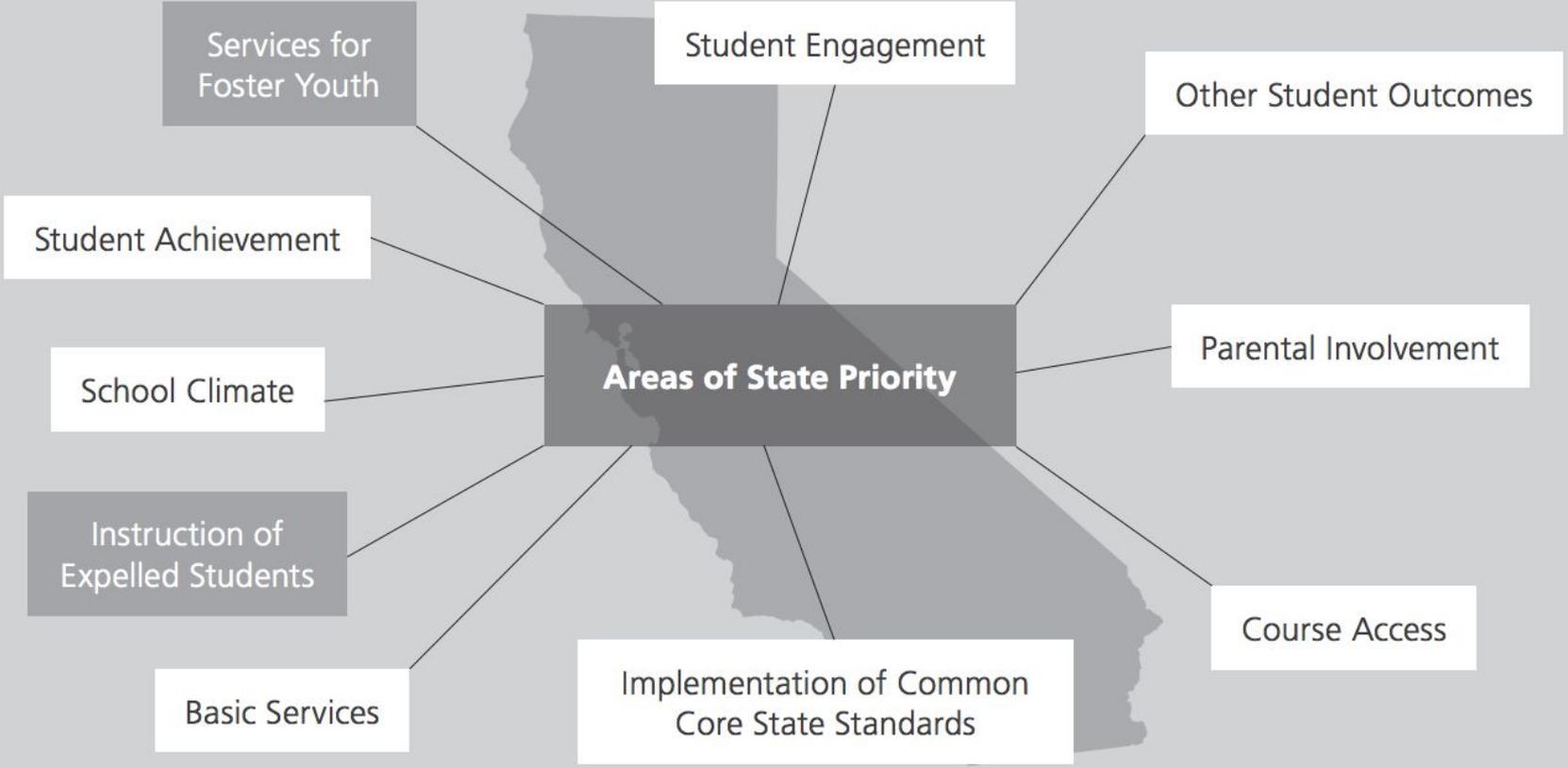
Local Control Accountability Plan - LCAP

- 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

Areas of State Priority That Must Be Addressed in LCAPs

(Eight for districts/Ten for County Offices of Education)



Source: Legislative Analyst's Office, "An Overview of the Local Control Funding Formula" (07/13), CSBA



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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 talking 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%).

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 Goal 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. Keep English 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



Mountain View
Whisman
School District

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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Board Direction Requested

Board Direction

- Staff presented recommended changes for the Castro Reimagining Plan at the May 8 meeting of the Board of Trustees
- Staff was unclear after that meeting on Board direction for staffing allocations
 - The initial recommendation in the presentation was:
 - Add 0.5 FTE Assistant Principal (new for 2025-26)
 - Decrease At Risk Supervisor from 2.0 to 1.5 (new for 2025-26)
 - Decrease SCEF from 1.5 to 1.0 (new for 2025-26)
 - Currently in the LCAP:
 - Add 0.5 FTE Assistant Principal (new for 2025-26)
 - Keep 2.0 At Risk Supervisor (same as 2024-25)
 - Decrease SCEF from 1.5 to 1.0 FTE (new for 2025-26)

Board Direction

- Because there was some confusion the budget includes funding for the following:
 - Add 0.5 FTE Assistant Principal (new for 2025-26)
 - Keep 2.0 At Risk Supervisor (Same as 2024-25)
 - Keep 1.5 FTE School and Community Engagement Facilitator (same as 2024-25)
- Staff would like the Board to provide direction on the staffing at Castro for 2025-26
 - Should the staffing ratios for the At Risk Supervisors and School and Community Engagement Facilitators remain in the same as 2024-25 or should there be a decrease in the FTE for the SCEF from 1.5 to 1.0
 - The Assistant Principal has already been added
 - Two At Risk Supervisors are already allocated



Mountain View
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School District

Next Steps

Next Steps

- Respond in writing to comments and questions from the public hearing and community partners
- Update the LCAP with following new actions based on Community Partner input collected the week of May 19-23 and board direction (Castro staffing)
 - Conduct a review of technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. Include a review of research on best practices for technology in schools and recommendations for next steps
 - Collaborate with partners from MVLA to explore additional ways to support students transitioning to high school
 - Identify best practices in family-school communication, specifically with families that speak Spanish or are underserved in the community
- 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



Mountain View
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School District

Appendix



Mountain View
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School District

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.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) 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 approve the 2025-2026 Budget Adoption, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Proposed Adopted Budget Fiscal Year 2025-2026 | Backup Material | 6/4/2025 |
| Statement of Reasons for Excess Reserves 2025-2028 | Backup Material | 6/4/2025 |
| 2025-2026 Budget Adoption Public Hearing and May Revise | Backup Material | 6/4/2025 |
| 2025-2026 Annual Budget Summary | Backup Material | 6/4/2025 |

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 (<i>incl retirement</i>) | 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@mv.wsd.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 (multi-year) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2024-25) annual payment? | X | X |
| S7a | Postemployment Benefits Other than Pensions | Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go? | X X X | X 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) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1) | X X 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? • Adoption date of the LCAP or an update to the LCAP: | | X 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 |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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) | |
| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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) | |
| 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 | | | | |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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) | |
| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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) | |
| OASDI/Medicare/Alternative Health and Welfare Benefits | | 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% |
| Unemployment Insurance | | 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% |
| Workers' Compensation | | 3501-3502 | 26,098.38 | 11,523.86 | 37,622.24 | 33,848.35 | 12,691.23 | 46,539.58 | 23.7% |
| OPEB, Allocated | | 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, Active Employees | | 3701-3702 | 363,518.00 | 0.00 | 363,518.00 | 379,871.00 | 0.00 | 379,871.00 | 4.5% |
| Other Employee Benefits | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| | | 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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) | |
| 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 | | | | | | | | | |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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 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 | | | | | | | | | |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

| 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) | |
| 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% |

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

| 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) LCFE 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) LCFE 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 | | | | | |
| 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) LCFE 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 |
| Other Subventions/In-Lieu Taxes | | | 8576 | 0.00 | 0.00 |
| All Other State Revenue | | | 8590 | 0.00 | 0.00 |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 |
| OTHER LOCAL REVENUE | | | | | |
| Other Local Revenue | | | | | |
| County and District Taxes | | | | | |
| Other Restricted Levies | | | | | |
| Secured Roll | | | 8615 | 0.00 | 0.00 |
| Unsecured Roll | | | 8616 | 0.00 | 0.00 |
| Prior Years' Taxes | | | 8617 | 0.00 | 0.00 |
| Supplemental Taxes | | | 8618 | 0.00 | 0.00 |
| Non-Ad Valorem Taxes | | | | | |
| Parcel Taxes | | | 8621 | 0.00 | 0.00 |
| Other | | | 8622 | 0.00 | 0.00 |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | | 8625 | 0.00 | 0.00 |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | | 8629 | 0.00 | 0.00 |
| Sales | | | | | |
| Sale of Equipment/Supplies | | | 8631 | 0.00 | 0.00 |
| Interest | | | 8660 | 200,000.00 | 150,000.00 |
| Net Increase (Decrease) in the Fair Value of Investments | | | 8662 | 0.00 | 0.00 |
| Fees and Contracts | | | | | |
| Mitigation/Developer Fees | | | 8681 | 600,000.00 | 620,000.00 |
| Other Local Revenue | | | | | |
| All Other Local Revenue | | | 8699 | 0.00 | 0.00 |
| All Other Transfers In from All Others | | | 8799 | 0.00 | 0.00 |
| 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 |
| TOTAL, CERTIFICATED SALARIES | | | 0.00 | 0.00 | 0.00 |
| CLASSIFIED SALARIES | | | | | |
| Classified Support Salaries | | | 2200 | 0.00 | 0.00 |

| 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) LCFE 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 | | | | | |
| 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 | 0.0% | |
| To County Offices | | | 7212 | 0.00 | 0.0% | |
| To JPAs | | | 7213 | 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 | | | | | | | | | | |
| <u>Assets and Deferred Outflows</u> | | | | | | | | | | |
| 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 |
| <u>Liabilities and Deferred Inflows</u> | | | | | | | | | | |
| 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) |
| <u>Nonoperating</u> | | | | | | | | | | |
| 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 | | | | | | | | | |
| <u>Assets and Deferred Outflows</u> | | | | | | | | | |
| 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) | |
| <u>Liabilities and Deferred Inflows</u> | | | | | | | | | |
| 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 | |
| <u>Nonoperating</u> | | | | | | | | | |
| 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 | | | | | | | | | | |
| <u>Assets and Deferred Outflows</u> | | | | | | | | | | |
| 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 |
| <u>Liabilities and Deferred Inflows</u> | | | | | | | | | | |
| 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 |
| <u>Nonoperating</u> | | | | | | | | | | |
| 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 | | | | | | | | | |
| <u>Assets and Deferred Outflows</u> | | | | | | | | | |
| 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 | |
| <u>Liabilities and Deferred Inflows</u> | | | | | | | | | |
| 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 | |
| <u>Nonoperating</u> | | | | | | | | | |
| 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 |

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@mv.wsd.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. | |
| | |
| | |

Budget, July 1
2025-26 Budget
GENERAL FUND
Current Expense Formula/Minimum Classroom
Compensation

| 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 | 375 |
| 2. Salaries of Instructional Aides Per EC 41011. | 2100 | 380 |
| 3. STRS. | 3101 & 3102 | 382 |
| 4. PERS. | 3201 & 3202 | 383 |
| 5. OASDI - Regular, Medicare and Alternative. | 3301 & 3302 | 384 |
| 6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). | 3401 & 3402 | 385 |
| 7. Unemployment Insurance. | 3501 & 3502 | 390 |
| 8. Workers' Compensation Insurance. | 3601 & 3602 | 392 |
| 9. OPEB, Active Employees (EC 41372). | 3751 & 3752 | 0.00 |
| 10. Other Benefits (EC 22310). | 3901 & 3902 | 1.00 |

| | | |
|--|---------------|-----|
| 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):

District's Enrollment Standard Percentage Level:

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 | 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) | | Ratio | |
|--|--|------------------------------|---------------------------------------|-------------------------------|
| | Salaries and Benefits | Total Expenditures | of Unrestricted Salaries and Benefits | |
| | (Form 01, Objects 1000-3999) | (Form 01, Objects 1000-7499) | 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) | | Ratio | | Status |
|-------------------------------|---|------------------------------|---------------------------------------|--|---------|
| | Salaries and Benefits | Total Expenditures | of Unrestricted Salaries and Benefits | | |
| | (Form 01, Objects 1000-3999) | (Form 01, Objects 1000-7499) | to Total Unrestricted Expenditures | | |
| 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.

| Object Range / Fiscal Year | Amount | Percent Change Over Previous Year | Status |
|----------------------------|--------|--------------------------------------|--------|
|----------------------------|--------|--------------------------------------|--------|

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

| | | | |
|-------------------------------|---------------|---------|---------|
| 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 exclude 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:

| | |
|--------------------------|---|
| <input type="checkbox"/> | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
| <input type="checkbox"/> | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)]) |
| <input type="checkbox"/> | 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 reserves¹ as a percentage of total expenditures and other financing uses² 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% |

¹Available 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.

²A 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):

District's Fund Balance Standard Percentage Level:

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) | | Beginning Fund Balance Variance Level (If overestimated, else N/A) | Status |
|--|--|-----------------------------|--|--------|
| | Original Budget | Estimated/Unaudited Actuals | | |
| 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) | |

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 reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

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):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - 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?

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?

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?

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)?

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)

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

5 OPEB Contributions

a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method

| | Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--|--------------------------|----------------------------------|----------------------------------|
| 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 |

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

d. Number of retirees receiving OPEB benefits

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

- a. Required contribution (funding) for self-insurance programs
- b. Amount contributed (funded) for self-insurance programs

| | 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

| | | |
|--|--|--|
| | | |
|--|--|--|

| | | |
|--------------------------|----------------------------------|----------------------------------|
| Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--------------------------|----------------------------------|----------------------------------|

Certificated (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

| | | |
|-----------|-----------|-----------|
| Yes | Yes | Yes |
| 5,921,472 | 6,217,546 | 6,528,423 |
| 95.0% | 95.0% | 95.0% |
| 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:

| | | |
|--|--|--|
| | | |
|--|--|--|

| |
|--|
| |
|--|

| | | |
|--------------------------|----------------------------------|----------------------------------|
| Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--------------------------|----------------------------------|----------------------------------|

Certificated (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

| | | |
|-----|-----|-----|
| Yes | Yes | Yes |
| | | |
| | | |

| | | |
|--------------------------|----------------------------------|----------------------------------|
| Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--------------------------|----------------------------------|----------------------------------|

Certificated (Non-management) Attrition (layoffs and retirements)

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 | | | |
| | | Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |

Classified (Non-management) Health and Welfare (H&W) Benefits

| | | | | |
|----|---|-----------|-----------|-----------|
| 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?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

| | | |
|-----|--|--|
| Yes | | |
|-----|--|--|

Classified (Non-management) Step and Column Adjustments

| | | | | |
|----|--|-----|-----|-----|
| 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)

| | | | | |
|----|--|--|--|--|
| 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:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

| | 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) |
|---|--------------------------|----------------------------------|----------------------------------|
| Cost of a one percent increase in salary and statutory benefits | | | |

4. Amount included for any tentative salary schedule increases

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

| | Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|---|--------------------------|----------------------------------|----------------------------------|
| Are costs of H&W benefit changes included in the budget and MYPs? | Yes | Yes | Yes |
| Total cost of H&W benefits | 1,827,153 | 1,918,511 | 2,014,436 |
| Percent of H&W cost paid by employer | 95.0% | 95.0% | 95.0% |
| Percent projected change in H&W cost over prior year | 5.0% | 5.0% | 5.0% |

Management/Supervisor/Confidential

Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

| | Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--|--------------------------|----------------------------------|----------------------------------|
| Are step & column adjustments included in the budget and MYPs? | | | |
| Cost of step and column adjustments | | | |
| Percent change in step & column over prior year | | | |

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

| | Budget Year (2025-26) | 1st Subsequent Year (2026-27) | 2nd Subsequent Year (2027-28) |
|--|--------------------------|----------------------------------|----------------------------------|
| Are costs of other benefits included in the budget and MYPs? | No | No | No |
| Total cost of other benefits | | | |
| 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?
2. Adoption date of the LCAP or an update to the LCAP.

| |
|--------------|
| Yes |
| 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.

| | |
|--|-----|
| <p>A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?</p> | No |
| <p>A2. Is the system of personnel position control independent from the payroll system?</p> | Yes |
| <p>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)</p> | No |
| <p>A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?</p> | No |
| <p>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?</p> | Yes |
| <p>A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?</p> | No |
| <p>A7. Is the district's financial system independent of the county office system?</p> | No |
| <p>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)</p> | No |
| <p>A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?</p> | 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 | |
| 7. Nonagency | All | 9200 | 7651 | 0.00 |
| 8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received) | 7100-7199 | All except 5000-5999, 9000-9999 | 1000-7999 | 0.00 |
| 9. Supplemental expenditures made as a result of a Presidentially declared disaster | All | All | 8710 | 0.00 |
| 10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9) | Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2. | | | |
| D. Plus additional MOE expenditures: | | | | 875,859.00 |
| 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% |

Budget, July 1
2024-25 Estimated Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

| 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): <hr/> | | | | | | |
| 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 | ID | DATE APPROVED |
| | 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 gov ernance: | | | |
| 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: _____ | | | |

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

| 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 | | | | | | | | |

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

| 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 | | | | | | | | |

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

| 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)

WWC - 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**

INTRA-FD-DIR-COST - (Fatal) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRA-FD-INDIRECT - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRA-FD-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/Unappropriated 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**

| | |
|--|----------------------|
| INTRA-FD-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by function. | <u>Passed</u> |
| LCFF-TRANSFER - (Fatal) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. | <u>Passed</u> |
| 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). | <u>Passed</u> |
| OBJ-POSITIVE - (Warning) - All applicable objects should have a positive balance by resource, by fund. | <u>Passed</u> |
| 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. | <u>Passed</u> |
| REV-POSITIVE - (Warning) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. | <u>Passed</u> |
| RS-NET-POSITION-ZERO - (Fatal) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. | <u>Passed</u> |
| 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. | <u>Passed</u> |
| UNASSIGNED-NEGATIVE - (Fatal) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. | <u>Passed</u> |
| 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. | <u>Passed</u> |

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). | <u>Passed</u> |
| CB-BUDGET-CERTIFY - (Fatal) - In Form CB, the district checked the box relating to the required budget certifications. | <u>Passed</u> |
| 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. | <u>Passed</u> |
| 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. | <u>Passed</u> |

EXPORT VALIDATION CHECKS

| | |
|---|----------------------|
| ADA-PROVIDE - (Fatal) - Average Daily Attendance data (Form A) must be provided. | <u>Passed</u> |
| BUDGET-CERT-PROVIDE - (Fatal) - Budget Certification (Form CB) must be provided. | <u>Passed</u> |
| 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.) | <u>Passed</u> |

| | |
|--|----------------------|
| CHK-DEPENDENCY - (Fatal) - If data has changed that affect other forms, the affected forms must be opened and saved. | <u>Passed</u> |
| CHK-UNBALANCED-A - (Warning) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. | <u>Passed</u> |
| CHK-UNBALANCED-B - (Fatal) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. | <u>Passed</u> |
| CS-PROVIDE - (Fatal) - The Criteria and Standards Review (Form 01CS) has been provided. | <u>Passed</u> |
| FORM01-PROVIDE - (Fatal) - Form 01 (Form 01I) must be opened and saved. | <u>Passed</u> |
| 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.) | <u>Passed</u> |
| VERSION-CHECK - (Warning) - All versions are current. | <u>Passed</u> |
| WK-COMP-CERT-PROVIDE - (Fatal) - Workers' Compensation Certification (Form CC) must be provided. | <u>Passed</u> |



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.

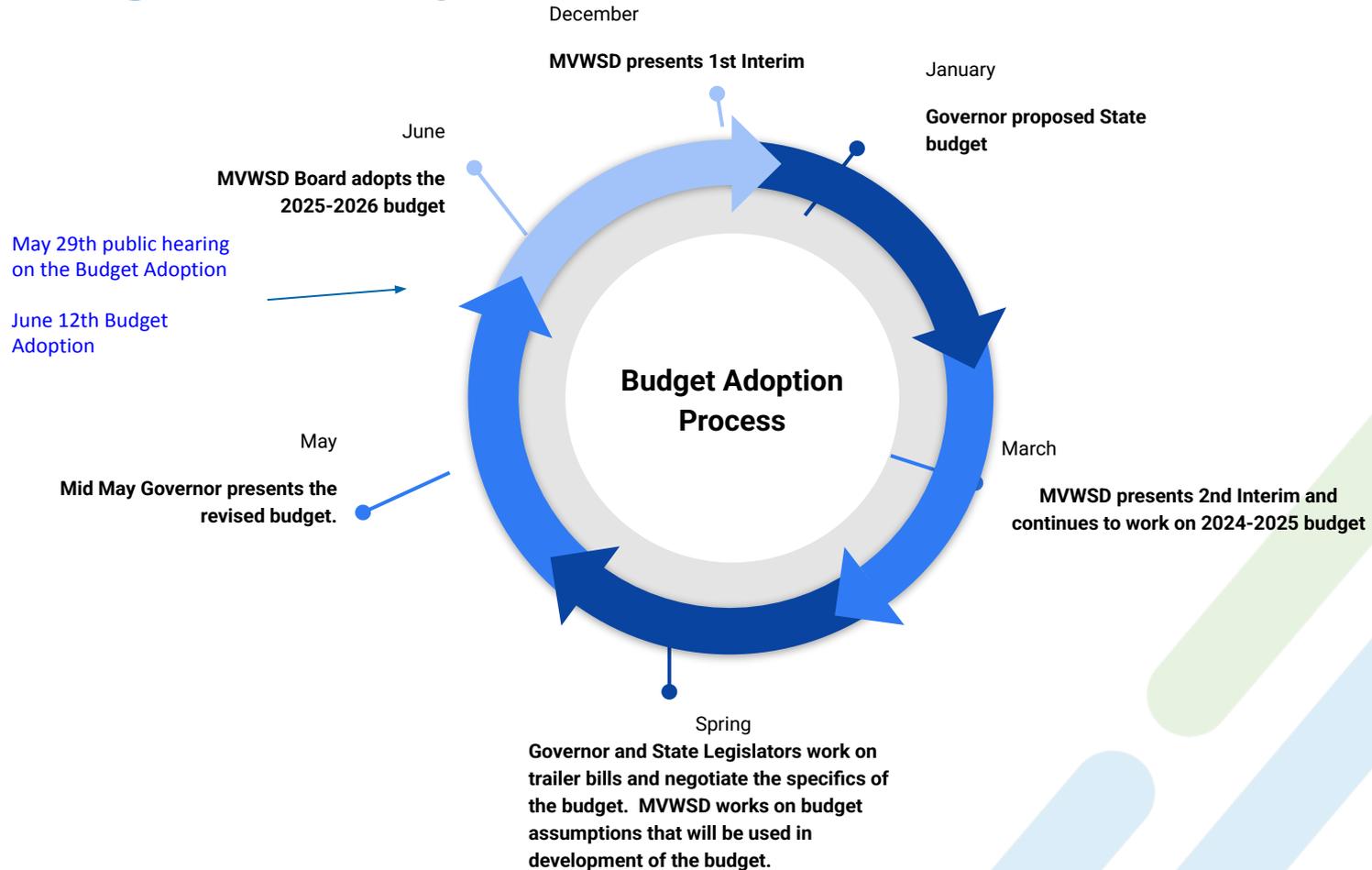
At the May 2, 2024 board meeting the board gave direction to dip below the 17% temporarily.



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 |

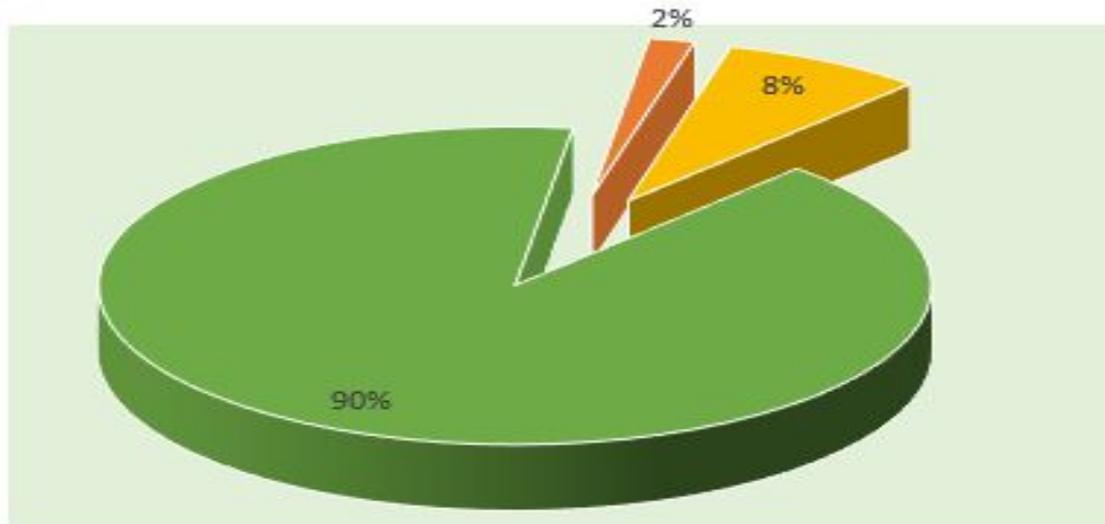


Mountain View
Whisman
School District

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 |



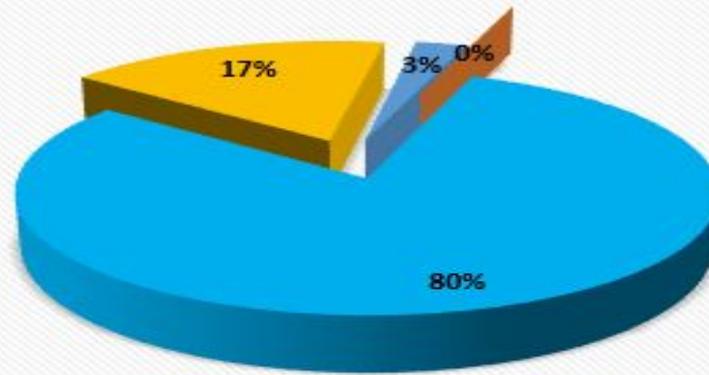
■ Federal

■ Other State

■ Local & LCFF

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 |



■ Books and Supplies ■ Other Indirect Cost
■ Salaries and Benefits ■ Services & Other Operating Expenses



Mountain View
Whisman
School District

2025-2028 Multi-Year Projections / Fund Summary

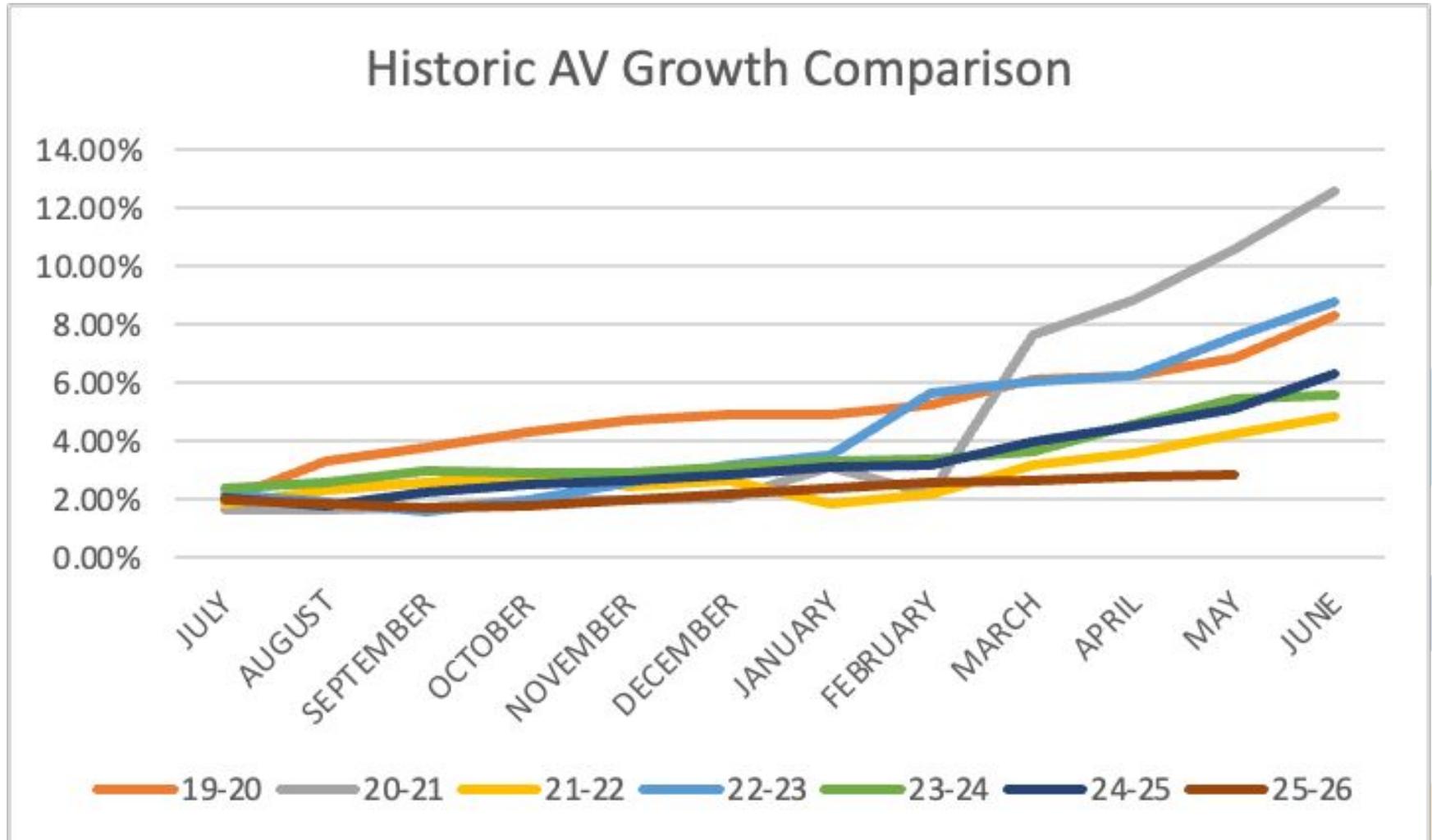
Multi Year Projection

- **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



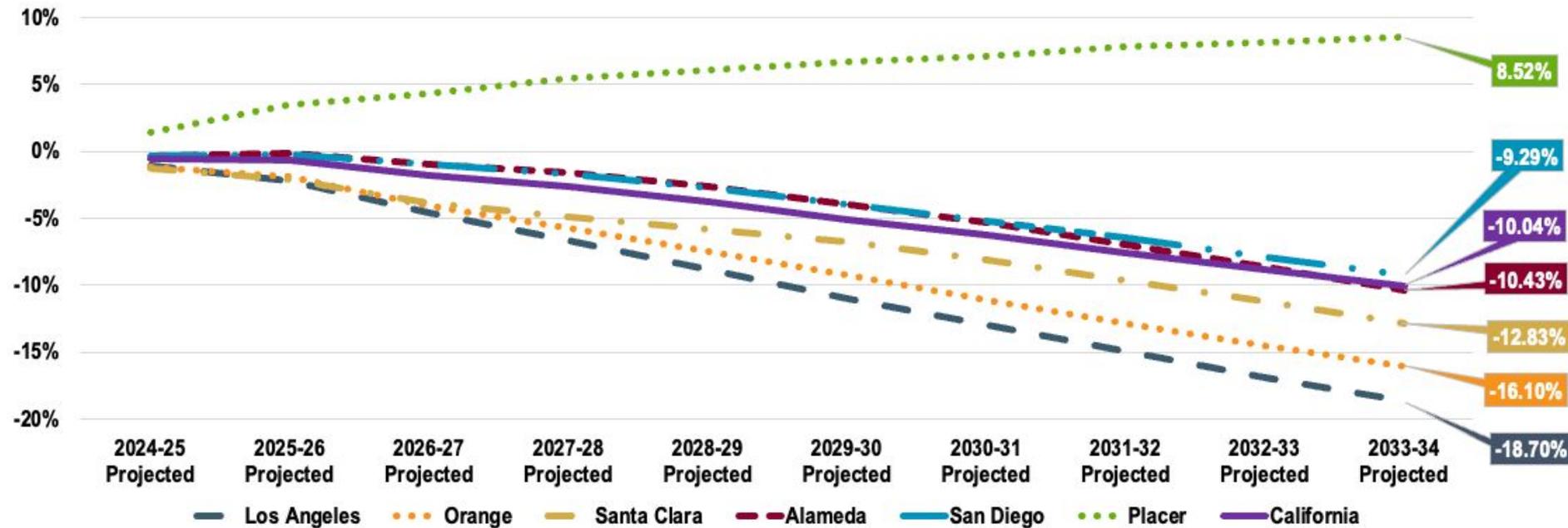
To address the budget deficit, he uses a combination of reductions, borrowing, funding shifts, deferrals, and expenditures that would only be activated if sufficient revenues materialize



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
- The 14 (or 24%) growing enrollment counties are projected to increase by approximately 14,000



Federal Education Budget

Federal Education Budget

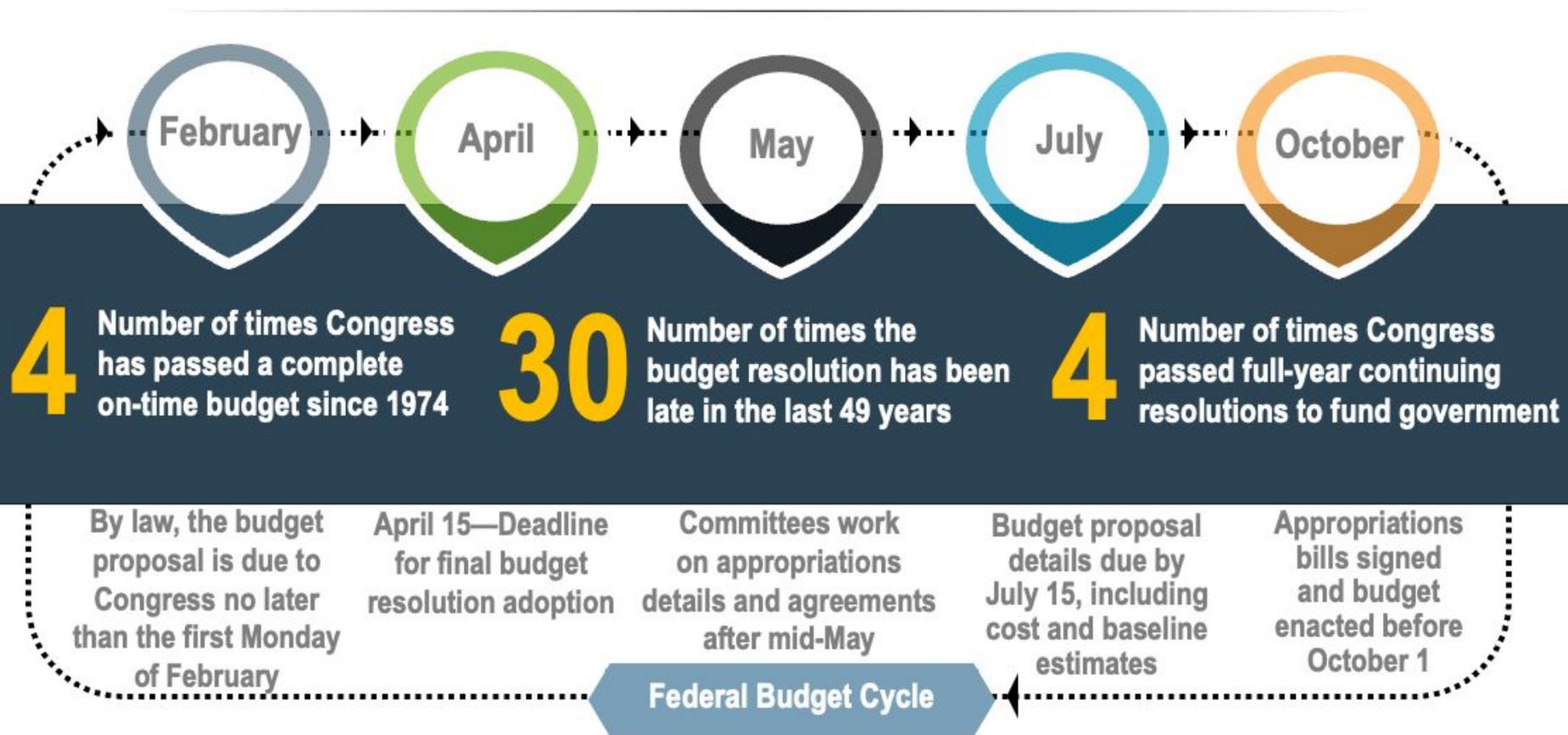
President Donald Trump's Proposed 2026 Budget

Non-Defense Spending

Reduced by \$163 billion from 2025 levels, including education spending

- Maintains Title I and Special Education Funding
- K-12 Simplified Funding Program
\$2 billion for 18 consolidated formula and competitive grants
- Eliminates Adult Education
- Eliminates Title III and Migrant Education

Federal Budget Cycle





Mountain View
Whisman
School District

Considerations for the Future

In Summary

- Current financial picture is not a surprise
 - We had planned deficit spending
 - Already cut \$700k in contracts this fall which has increased our cushion
- Reserves are low in 2027-28 because of reduction in revenue (lower property tax growth) and increase in expenditures (student programs)
- Revenue
 - The last two years have been a 5%- 7% increase in AV growth
 - This year 2025-26, we hope to end year at 3%
- Expenditures
 - We are in year 3 of funding an unfunded TK program for 250 students at a cost of \$3.5 million (salary and benefits)
 - \$2.7M for additional Special Ed staff to meet students' needs
 - \$2.4 million increase in staffing costs to provide programs and services to students (instructional aides, special education, mental health, Spanish teachers, science and general education)
- We have time for intentional planning to begin right-sizing budget initiatives next year that will help in future years.

2025-2026 Budget Adoption

Considerations for Future

- The 2025-2026 year will be the first year of full implementation of TK (All children who turn **4 years old by September 1** are eligible to enroll in TK)
- Facility needs for TK will need to be addressed in the future
- The district's reserve level will help cushion the impact of slowed AV growth for a year but changes will need to be made to reduce the deficit spending.

2025-2026 Budget Adoption

Considerations for Future

- Planning to address this will begin in September
 - TK unfunded mandate
 - Preschool
 - Child nutrition
 - ELOP (MVWSD+)
 - Early Literacy
 - IT Budget
- Continuing to monitor federal funding



Mountain View
Whisman
School District

Next Steps

2025-2026 Budget Adoption

Next Steps

- June 12 Board Meeting
 - Board Action/Adoption of
 - Education Protection Account (EPA)
 - LCAP/Budget
 - Budget Overview for Parents
- 45 Day Budget Revision if Significant Changes in Budget Bill



Mountain View
Whisman
School District

Questions?

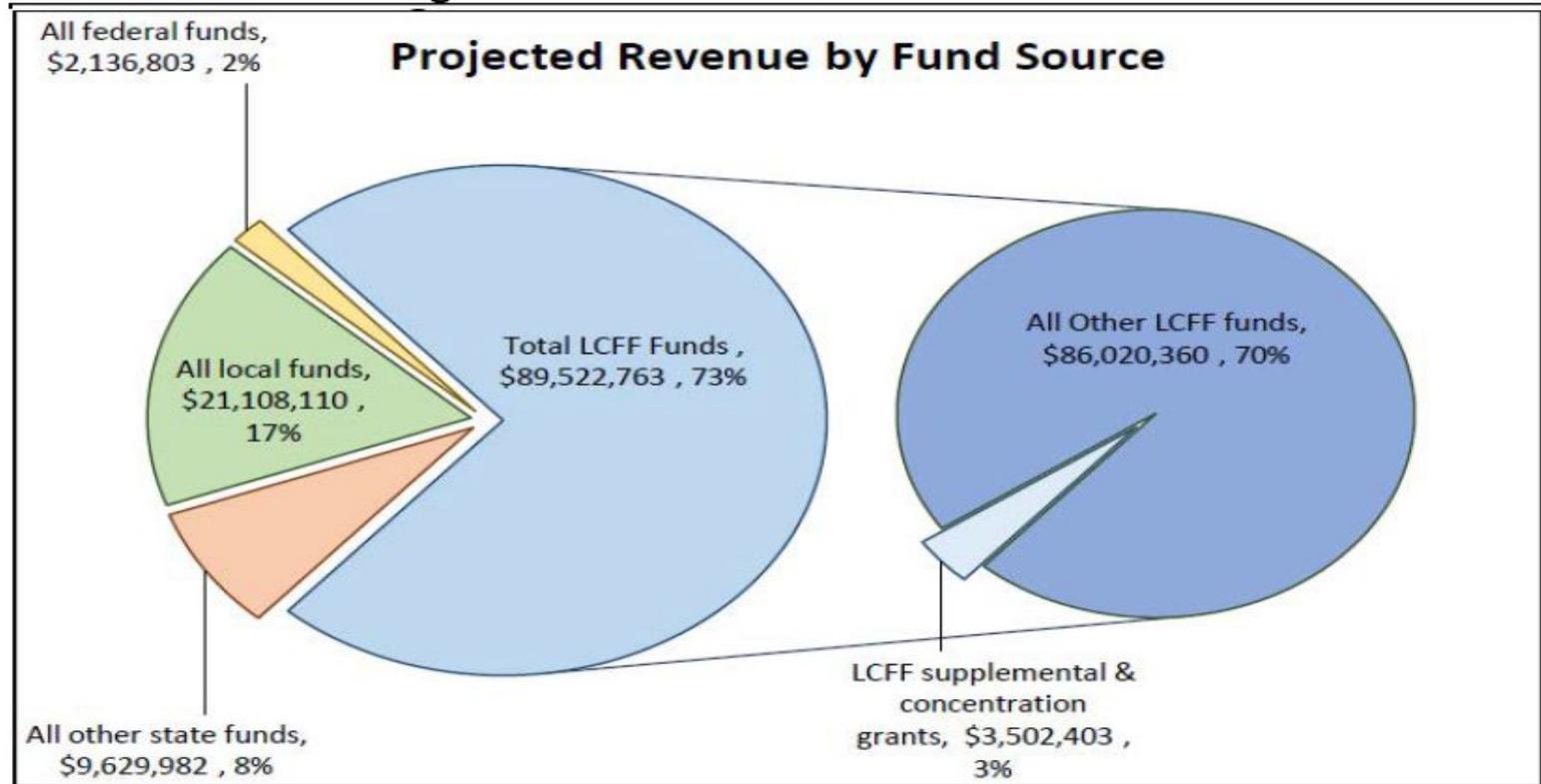


Mountain View
Whisman
School District

Public Hearing LCFF Budget Overview for Parents

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.

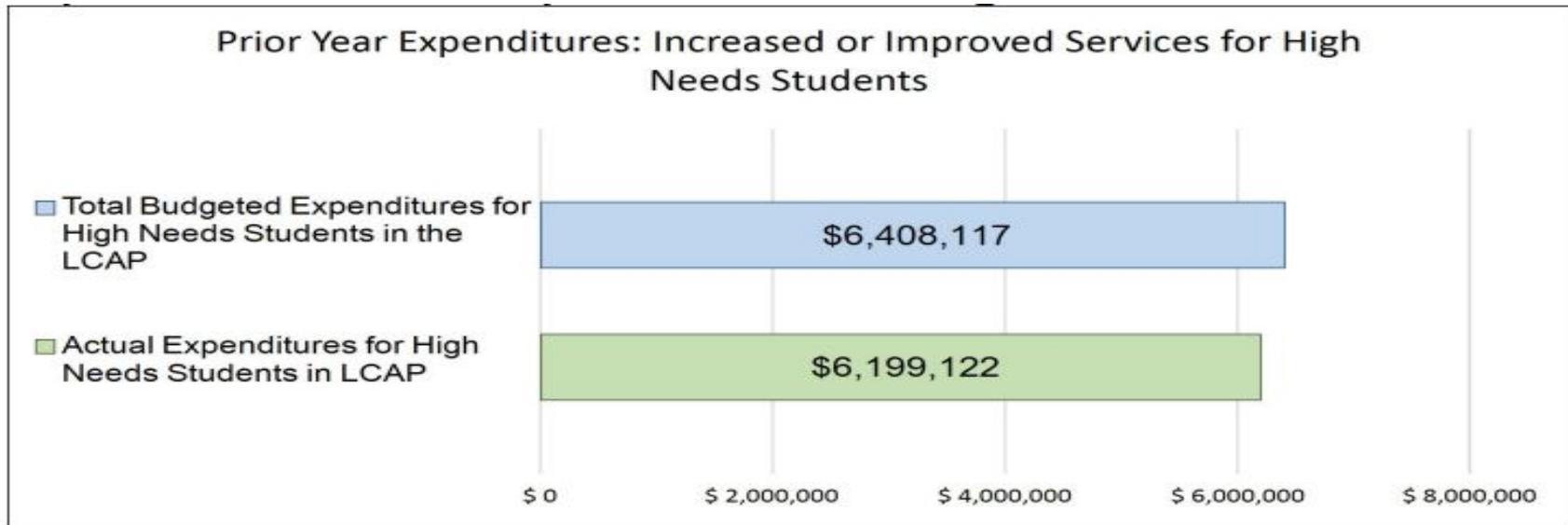


This chart provides a quick summary of how much Mountain View Whisman School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

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.

Update on Increased or Improved Services for High Needs Students in 2024-25

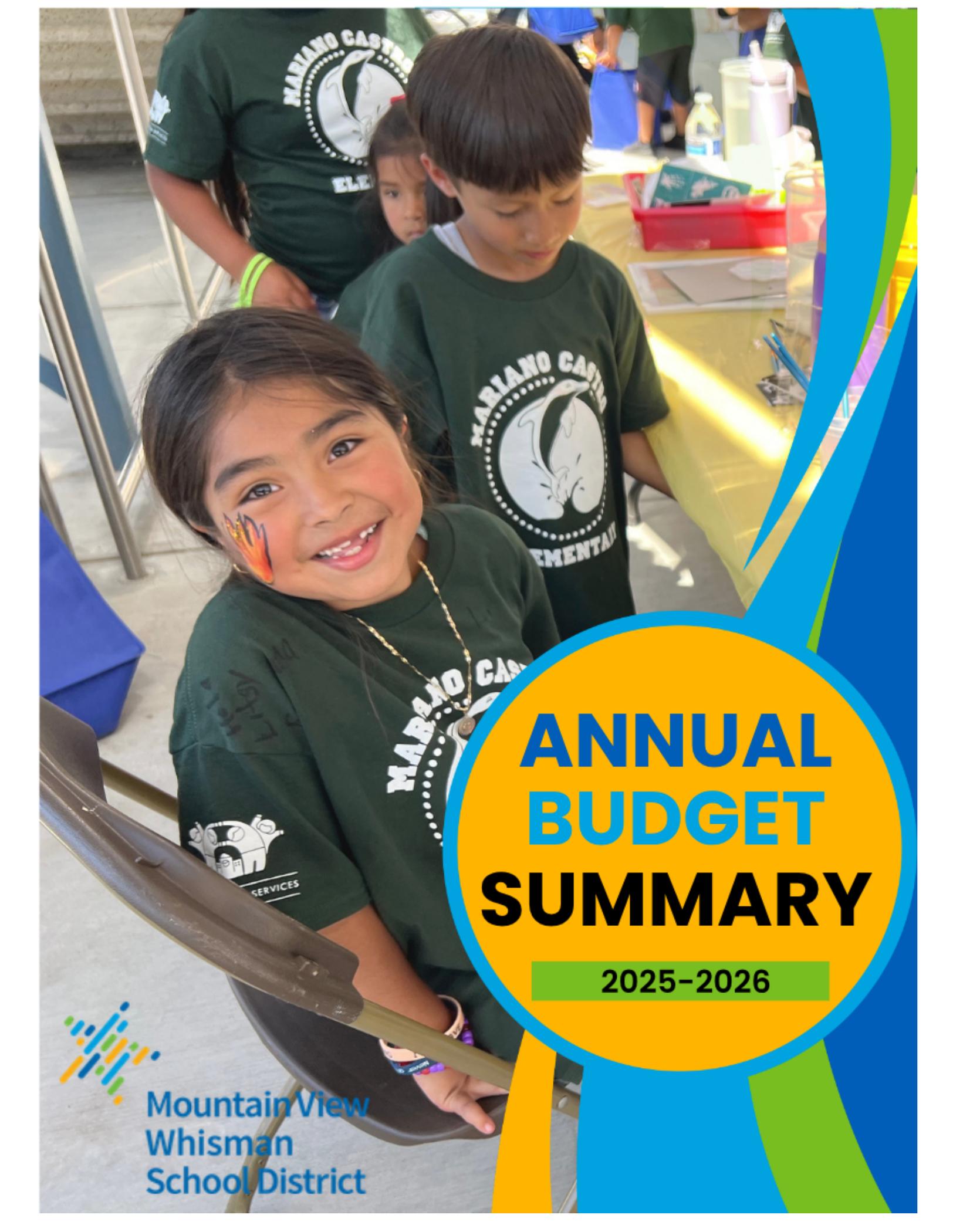


This chart compares what Mountain View Whisman School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Mountain View Whisman School District estimates it has spent on actions and services that contribute 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.

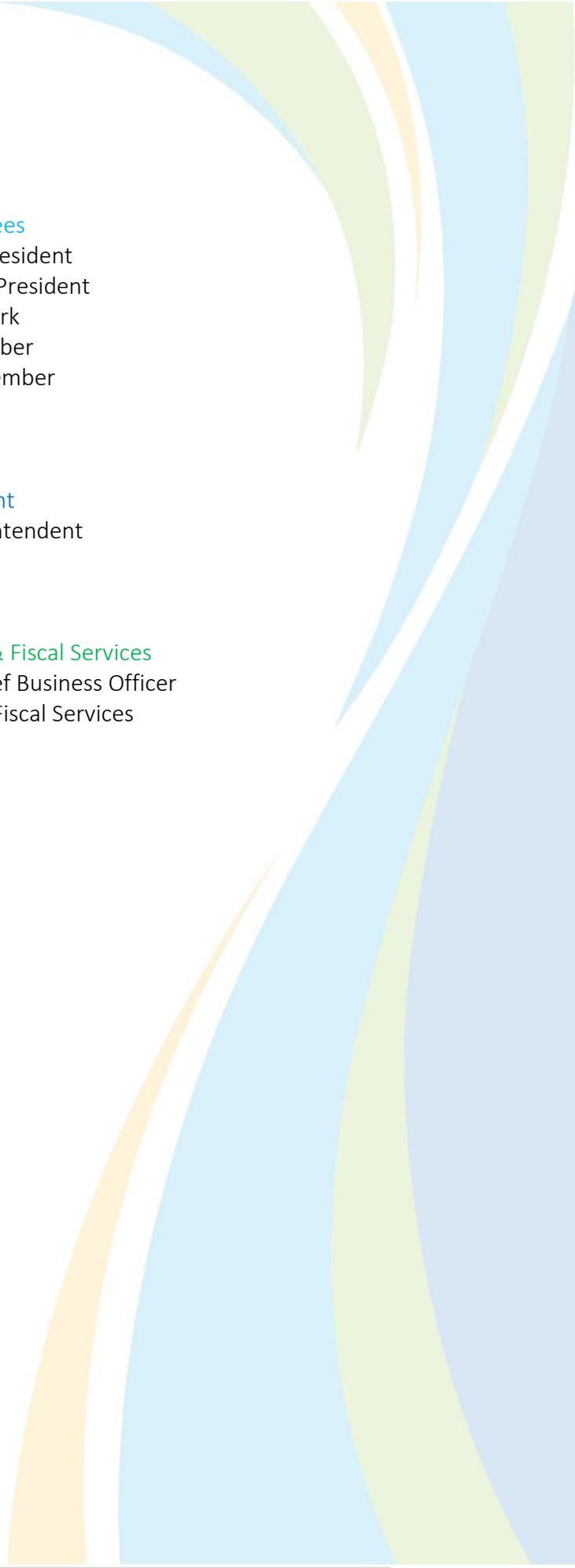


ANNUAL BUDGET SUMMARY

2025-2026



Mountain View
Whisman
School District



Board of Trustees

William Lambert, President
Charles DiFazio, Vice President
Lisa Henry, Clerk
Ana Reed, Member
Devon Conley, Member

Superintendent

Jeffrey Baier, Superintendent

Chief/Director of Business & Fiscal Services

Rebecca Westover, Ed.D., Chief Business Officer
Nadia Pongo, Director of Fiscal Services

District Introduction Nestled in the heart of Silicon Valley between San Francisco and San Jose, the Mountain View Whisman School District (MVWSD) serves as a dynamic hub of learning and innovation for approximately 4,600 students from preschool through eighth grade. Formed in 2001 through the unification of two long-standing districts.

MVWSD's campuses reflect the spirit of the Mountain View community itself—diverse, vibrant, and forward-looking. Students represent a wide range of cultures, languages, and experiences, speaking over 48 different languages at home. This diversity is one of the district's greatest strengths, fostering empathy, global awareness, and cultural richness within its classrooms. Whether a student's first language is Spanish, Mandarin, Russian, or English, every child is embraced and supported as part of the district family.

The district's commitment to academic excellence is evident in the broad curriculum it offers. In addition to core academic subjects, students have access to a well-rounded education that includes art, music, and physical education—thanks in part to the continued support of the Mountain View Educational Foundation (MVEF). Specialized programs, such as the Spanish-English Dual Immersion program at Gabriela Mistral Elementary and the PACT (Parent-Child-Teacher) alternative program at Stevenson Elementary, reflect MVWSD's commitment to meeting students' diverse learning needs and interests.

The district is home to nine elementary schools—Amy Imai, Benjamin Bubb, Edith Landels, Gabriela Mistral, Jose Antonio Vargas, Mariano Castro, Monta Loma, Stevenson, and Theuerkauf—and two middle schools, Crittenden and Graham. These schools are not only places of learning, but also community anchors. MVWSD is currently investing in outdoor learning environments, transforming traditional blacktops into engaging green spaces that support health, wellness, and outdoor instruction.

MVWSD is deeply committed to equity and student well-being. Through strategic initiatives such as MVWSD+, the district provides free after-school and summer programming for students who are English learners or qualify for free or reduced-price meals. These programs not only boost academic achievement, but also offer a safe and enriching space for social-emotional growth.

The district's efforts to serve the whole child have not gone unnoticed. MVWSD has earned multiple recognitions, including its selection to the Digital Promise League of Innovative Schools, designation as a California Green Ribbon School District, and awards as one of America's Healthiest Schools for multiple campuses. These honors underscore the district's leadership in sustainability, student wellness, and 21st-century learning.

Community support is the cornerstone of MVWSD's success. Parents, educators, community partners, and volunteers are deeply engaged in shaping the student experience—from participating in site councils and advisory groups to supporting classroom projects and district initiatives.

District Introduction

Mission: We inspire, prepare and empower every student

Vision: Every student, family, staff and community member is engaged and committed to learning in a collaborative, diverse and innovative partnership.



Values and Beliefs

We believe:

- Students and learning are at the center of all we do.
- Students thrive when presented with well-balanced, joyful learning experiences that challenge their academic, social, and emotional needs.
- Our diversity is a strength that builds students' capacities to be globally competent and culturally responsive citizens.
- Strong partnerships with students, families, educators, and the community are the foundation for creating an excellent education for each individual student.
- Learning experiences should engage students in academic excellence while building a collaborative community.
- Every student has a dynamic learner profile that must be considered when creating personalized learning experiences.
- Clear policies, procedures and responsible resource management support an effective school system.
- High expectations and continuous learning combined with a respectful and safe community create a positive educational environment.
- Modeling innovation and curiosity supports creativity and adaptability for learners.
- Students desire experiences that inspire, challenge, and build creativity and curiosity.
- Our backgrounds, life experiences, and aspirations are a strength of our community.

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EXECUTIVE SUMMARY

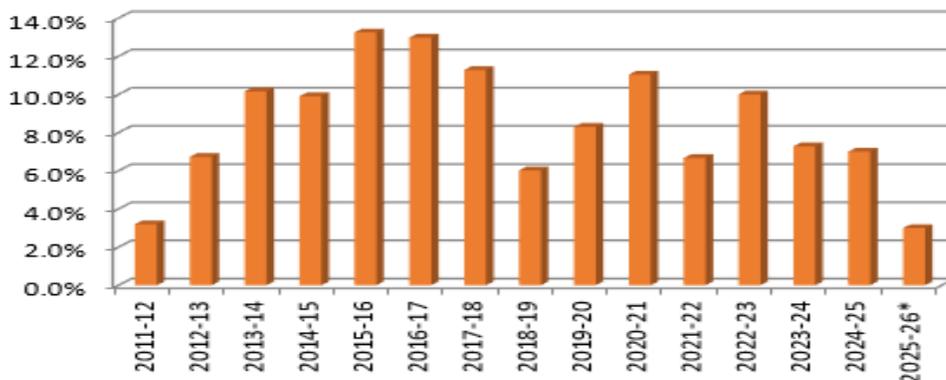
The 2025-26 Budget reflects the District’s continued commitment to sustaining high-quality academic programs while addressing emerging student needs. The budget includes sufficient resources to maintain existing programs and provides additional support for learning recovery and student mental health.

As a community-funded district (also known as a basic aid district), Mountain View Whisman relies primarily on local property taxes rather than state aid. The District’s funding is closely tied to the growth in assessed property values (A/V) within its boundaries. Due to slower growth in local property values, the A/V growth assumption has been revised downward from 4% to 3% for the 2025-26 budget year.

The 2025–26 school year will also mark the first full year of Transitional Kindergarten (TK) implementation. As the state has not funded the expansion of TK for basic aid districts, MVWSD is covering the associated costs locally. Personnel costs alone for TK in 2025–26 are projected at \$3,508,841. Despite these additional financial pressures, the District is projected to close the 2024-25 fiscal year with a balanced budget and a healthy reserve level of 36.24%.

| | |
|---|---------------|
| Enrollment | 4,724 |
| <i>April 2025 Projection</i> | |
| Revenue per Student | 25,910 |
| Expenditures per Student | 27,523 |
| Property Tax Collection *projected | 81.2 M |
| Assumed Property Tax Growth | 3% |

Assessed Value Growth

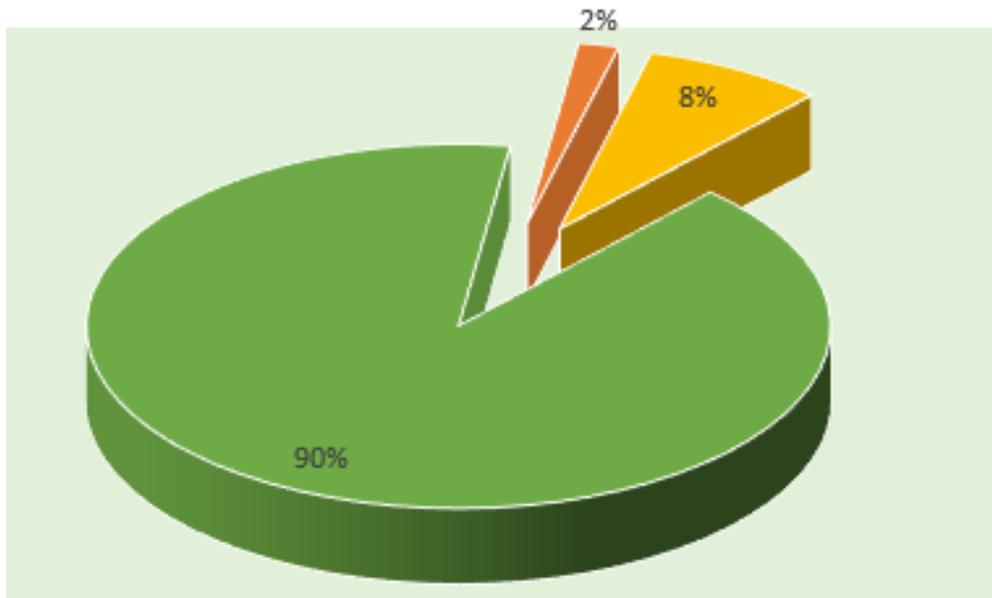


REVENUES AND EXPENDITURES

2025-26 PROJECTED GENERAL FUND REVENUES

The following are the revenue projections for our 2025-26 General Fund Budget.

| General Fund Revenue | |
|----------------------|--------------------|
| Federal | 2,136,803 |
| Other State | 9,629,982 |
| Local & LCFF | 110,630,873 |
| Grand Total | 122,397,658 |

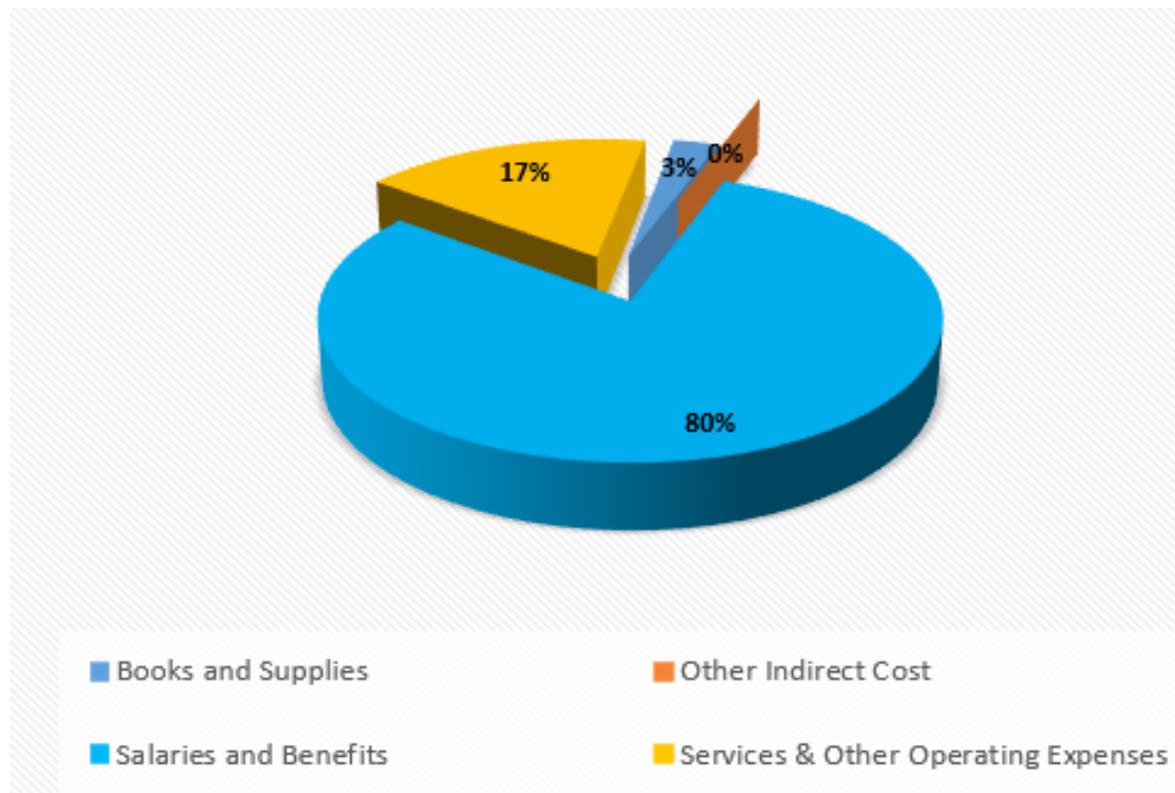


- Federal
- Other State
- Local & LCFF

2025-26 PROJECTED GENERAL FUND EXPENDITURES

The following are the expenditure projections for our 2025-26 General Fund Budget.

| 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 |
| Enrollment Projection | 4,724 |
| Expenditure per Student | 27,523 |



2024-25 ESTIMATED ACTUALS – GENERAL FUND SUMMARY

Below are the CURRENT YEAR estimates for the General Fund ending June 30, 2025.

| | Unrestricted | Restricted | Combined |
|---|--------------|-------------|-------------|
| Estimated Beginning Balance, 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 |

2025-2028 GENERAL FUND MULTI-YEAR PROJECTION

Below is the projected BUDGET YEAR and subsequent two years ending balances.

| | 2025-26 (year 1) | 2026-27 (year 2) | 2027-28 (year 3) |
|---|---------------------|---------------------|---------------------|
| Estimated 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% |

EXPENDITURES BY PROGRAM

SCHOOL SITES

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|---|-----------------|---------------------------|----------------|
| 0100 | Site: School Allocation | 439,962 | 518,310 | 513,700 |
| 0101 | Site: School Facility | 13,191 | 36,399 | 0 |
| 0101 | Castro Additional | 0 | 0 | 6,200 |
| 0214 | Targeted Student Support Program (TSSP) | 261,855 | 401,824 | 400,538 |
| 0236 | Clubs and Activities - Middle School | 30,000 | 30,000 | 30,000 |
| 0237 | MVEF Athletics | 181,018 | 166,952 | 162,802 |
| 0302 | Parent Engagement | 54,397 | 100,522 | 100,522 |
| Grand Total | | 980,423 | 1,254,007 | 1,213,762 |

SPECIAL EDUCATION DEPARTMENT

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|----------------------------------|-----------------|---------------------------|----------------|
| 0350 | Special Education Program (SPED) | 19,233,202 | 19,198,802 | 21,762,616 |
| 0351 | Home and Hospital Education | 51,606 | 40,697 | 89,410 |
| 0355 | Medi-cal Billing Option | 55,705 | 103,565 | 98,249 |
| 0364 | SPED: Mental Health | 414,370 | 429,437 | 413,983 |
| 0381 | SPED: Non-public School (NPS) | 1,732,805 | 2,258,000 | 2,332,513 |
| Grand Total | | 21,487,688 | 22,030,501 | 24,696,771 |

EDUCATION SERVICES

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|---|-----------------|---------------------------|----------------|
| 0200 | Department of Education Services | 1,457,339 | 1,318,917 | 1,324,974 |
| 0204 | Professional Development | 72,612 | 150,336 | 350,000 |
| 0205 | Academic Curriculum Materials | 815,453 | 2,688,857 | 556,864 |
| 0209 | Instructional Coaching | 2,165,848 | 2,374,684 | 3,108,241 |
| 0210 | Begin Teacher/Admin Support BTSA | 218,367 | 596,804 | 621,147 |
| 0215 | TSSP: Engagement Facilitator | 1,159,639 | 1,201,838 | 1,293,309 |
| 0216 | TSSP: RTI Intervention Program | 2,189,873 | 2,279,951 | 2,430,228 |
| 0217 | Summer School Program | 232,701 | 275,915 | 276,691 |
| 0218 | Academic at Risk | 1,124,345 | 1,144,272 | 1,420,553 |
| 0219 | ELO-P After School | 2,406,069 | 2,795,822 | 1,648,714 |
| 0223 | Science PRG: Living Classroom | 115,200 | 135,000 | 140,000 |
| 0224 | Science PRG: Environmental Education | 81,987 | 84,050 | 87,500 |
| 0225 | Science Camp: Grade 5 - Walden West | 234,590 | 221,749 | 236,000 |
| 0226 | Science Camp: Grade 8 - Yosemite | 340,085 | 449,216 | 480,000 |
| 0228 | Early Literacy | 1,408,443 | 1,334,289 | 1,137,264 |
| 0229 | Counseling/Health & Wellness | 1,306,311 | 734,889 | 1,221,293 |
| 0230 | Physical Education: Grades 1-5 | 915,680 | 918,850 | 973,182 |
| 0231 | MVEF Tech Smart | 34,503 | 31,250 | 28,068 |
| 0234 | After School Education and Safety (ASES) | 739,561 | 750,122 | 753,400 |
| 0242 | Musical Instruments and Repair - Elementary | 19,597 | 22,000 | 18,000 |
| 0243 | Musical Instruments and Repair - Middle | 4,081 | 10,000 | 10,000 |
| 0244 | Art Program | 894,404 | 1,016,683 | 1,118,178 |
| 0245 | Music Program | 970,836 | 1,075,979 | 1,234,264 |
| 0411 | Library/Media Services Program | 704,181 | 738,721 | 812,596 |
| Grand Total | | 19,611,705 | 22,350,194 | 21,280,466 |

ENGLISH LANGUAGE LEARNERS

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|--|-----------------|---------------------------|----------------|
| 0250 | Title I Program: Student Support | 23,460 | 194,380 | 25,585 |
| 0252 | Title I-McKinney-Vento Homeless Assistance | 83,903 | 195,221 | 216,094 |
| 0300 | English Learners Program | 502,595 | 508,380 | 550,666 |
| 0301 | English Learner Testing | 152,213 | 144,853 | 135,366 |
| 0305 | English Language Development (ELD) | 50,577 | 100,879 | 20,000 |
| 0310 | Title III: Immigration Ed | 18,199 | 105,279 | 72,582 |
| 0311 | Title III Program: Limited English Proficiency | 83,506 | 143,906 | 137,829 |
| 0322 | Prop28 AMS | 0 | 0 | 639,215 |
| Grand Total | | 914,453 | 1,392,898 | 1,797,337 |

ADMINISTRATIVE SERVICES

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|--|-----------------|---------------------------|----------------|
| 0110 | Site: Yard Supervision | 781,710 | 864,450 | 1,061,186 |
| 0400 | Administration Services Department | 2,161,666 | 2,630,671 | 2,574,487 |
| 0401 | Regular Education Program | 32,774,257 | 34,114,356 | 38,733,755 |
| 0412 | Middle School Counselors & CHAC | 399,518 | 1,714,121 | 1,859,366 |
| 0414 | Classified Summer Assistance | 421,266 | 218,078 | 208,038 |
| 0415 | School Site Office Staff | 6,509,859 | 6,891,828 | 7,192,943 |
| 0419 | Excess Meeting Hours | 3,191 | 4,980 | 6,480 |
| 0420 | Overload/Combination Classes | 12,179 | 29,347 | 15,216 |
| 0421 | Substitute Teachers | 664,570 | 700,000 | 700,000 |
| 0425 | Health & Safety (Workers Compensation) | 1,659 | 8,000 | 8,000 |
| 0427 | Early Retirement Stipend | 3,360 | 3,360 | 3,362 |
| 0435 | Student Health Program/Nurses | 681,554 | 715,981 | 749,351 |
| 0440 | Employee Negotiations | 60,202 | 7,000 | 9,000 |
| Grand Total | | 44,474,991 | 47,902,172 | 53,121,184 |

BUSINESS SERVICES

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|---|-----------------|---------------------------|----------------|
| 0500 | Business Services Department | 784,581 | 951,228 | 935,597 |
| 0503 | District Operations (cost of doing business) | 2,907,298 | 4,958,552 | 3,466,436 |
| 0504 | Duplication (Copier) Expenses | 115,197 | 128,698 | 128,698 |
| 0510 | Facility Rentals & Leases | 21,240 | 34,426 | 34,426 |
| 0520 | Fiscal Services | 1,302,007 | 1,422,937 | 1,584,952 |
| 0521 | STRS on Behalf | 3,366,404 | 3,854,050 | 4,057,807 |
| 0522 | Other Post-employment Benefits (Employer Portion) | 395,873 | 355,342 | 381,871 |
| 0524 | Indirect Charge (reduce district operating cost) | (99,580) | (54,000) | (54,000) |
| 0559 | Sports Center at Middle Schools | 120,734 | 195,915 | 205,711 |
| Grand Total | | 8,913,754 | 11,847,148 | 10,741,498 |

MAINTENANCE AND OPERATION

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|---|-----------------|---------------------------|----------------|
| 0550 | Routine Maintenance & Operations Services | 6,154,715 | 6,939,789 | 6,975,833 |
| 0560 | Transportation: Home to School Routes | 874,725 | 1,020,780 | 1,093,427 |
| 0561 | Transportation: Other Destinations | 0 | 29,592 | 29,592 |
| 0562 | SPED: Transportation (SH/OH) | 611,671 | 899,239 | 963,487 |
| Grand Total | | 7,641,111 | 8,889,400 | 9,062,339 |

TECHNOLOGY DEPARTMENT

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|----------------------------------|-----------------|---------------------------|----------------|
| 0570 | Technology Services Department | 2,524,738 | 2,633,510 | 3,536,347 |
| 0572 | Chromebook Replacements | 567,996 | 552,996 | 552,996 |
| 0580 | District Wide Software/Licensing | 632,667 | 704,342 | 728,342 |
| Grand Total | | 3,725,401 | 3,890,848 | 4,817,685 |

SUPERINTENDENT AND BOARD OF TRUSTEES

| Program | Program Description | 2023-24 Actuals | 2024-25 Estimated Actuals | 2025-26 Budget |
|-------------|---|-----------------|---------------------------|----------------|
| 0600 | Office of the Superintendent | 2,452,505 | 1,650,415 | 1,410,902 |
| 0610 | Board of Trustees | 190,884 | 214,485 | 209,522 |
| 0620 | Public Relations | 637,231 | 657,421 | 715,269 |
| 0640 | Board Election | 154,357 | 212,244 | 0 |
| 0650 | District Health & Safety (Emergency Preparedness) | 95,894 | 500 | 500 |
| 0685 | Equity | 294,229 | 248,030 | 77,200 |
| 0686 | Antibias | 22,264 | 74,236 | 0 |
| 0690 | Staff Appreciation | 50,180 | 742,530 | 9,132 |
| 0700 | Program Support Cost | 21,869 | 30,150 | 35,150 |
| Grand Total | | 3,919,413 | 3,830,011 | 2,457,675 |

2025-26 PROJECTED – OTHER FUNDS

| 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

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) 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 approve the Budget Overview for Parents, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---------------------------|-----------------|-------------|
| Presentation- last slides | Backup Material | 6/5/2025 |



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.

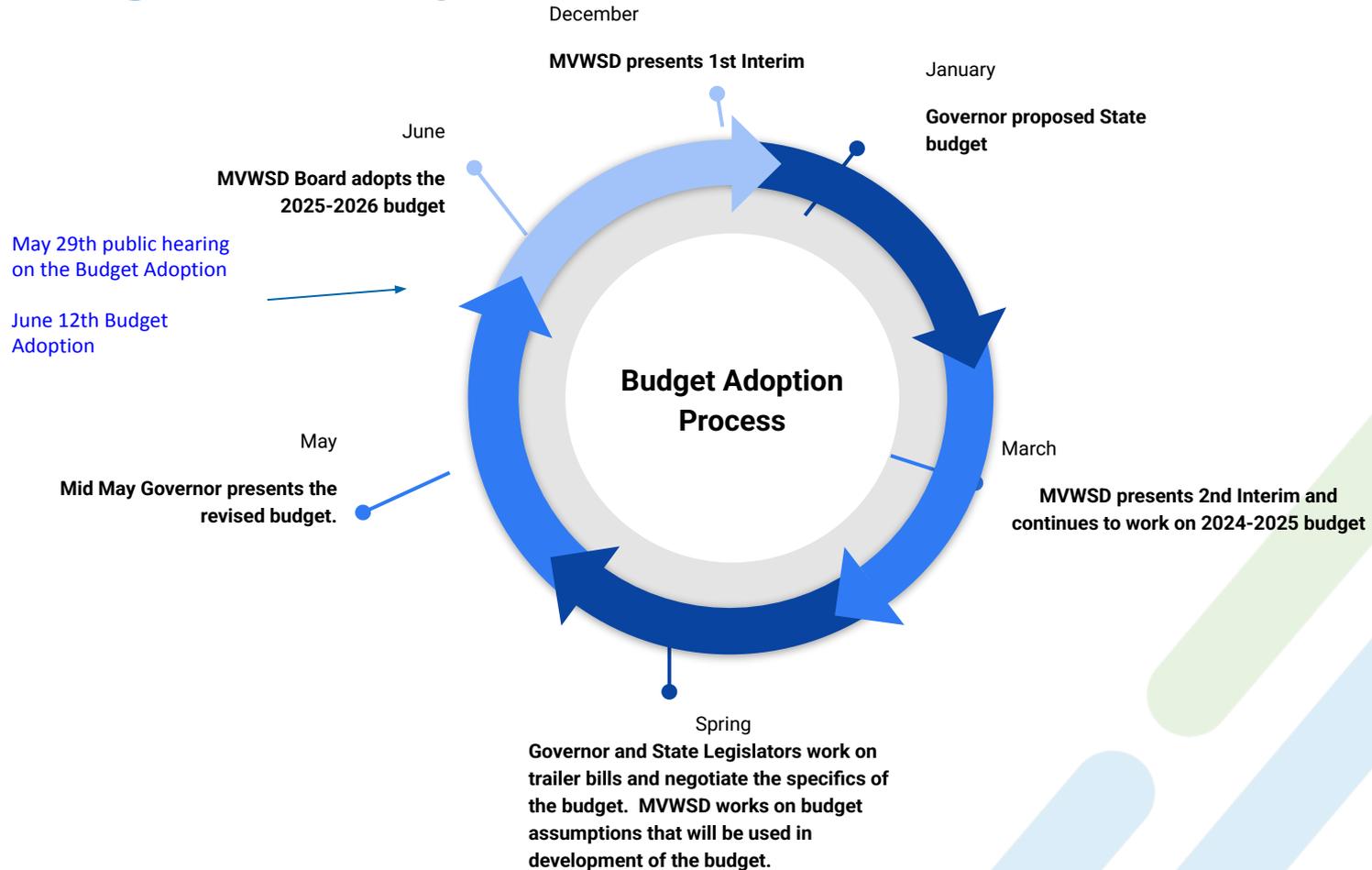
At the May 2, 2024 board meeting the board gave direction to dip below the 17% temporarily.



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 |

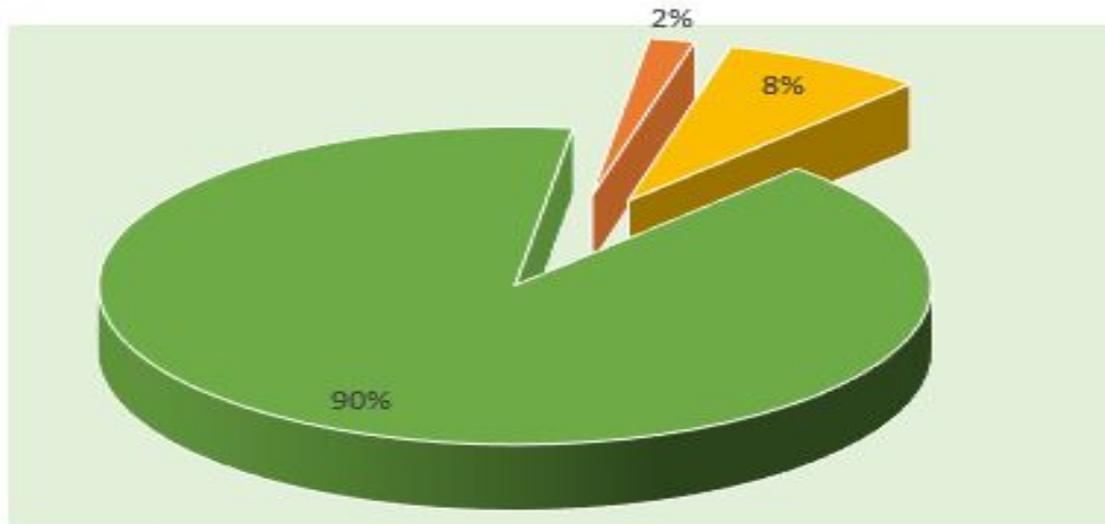


Mountain View
Whisman
School District

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 |



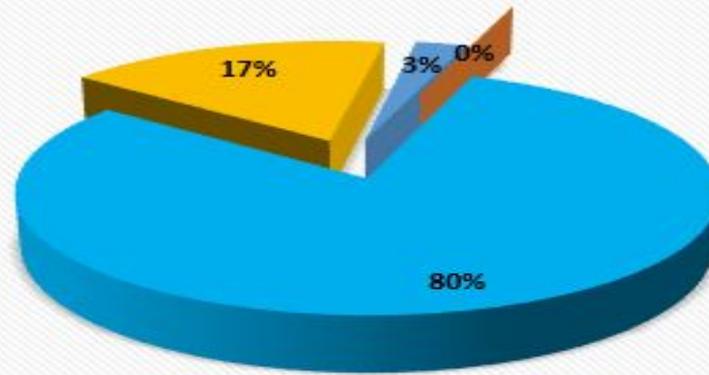
■ Federal

■ Other State

■ Local & LCFF

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

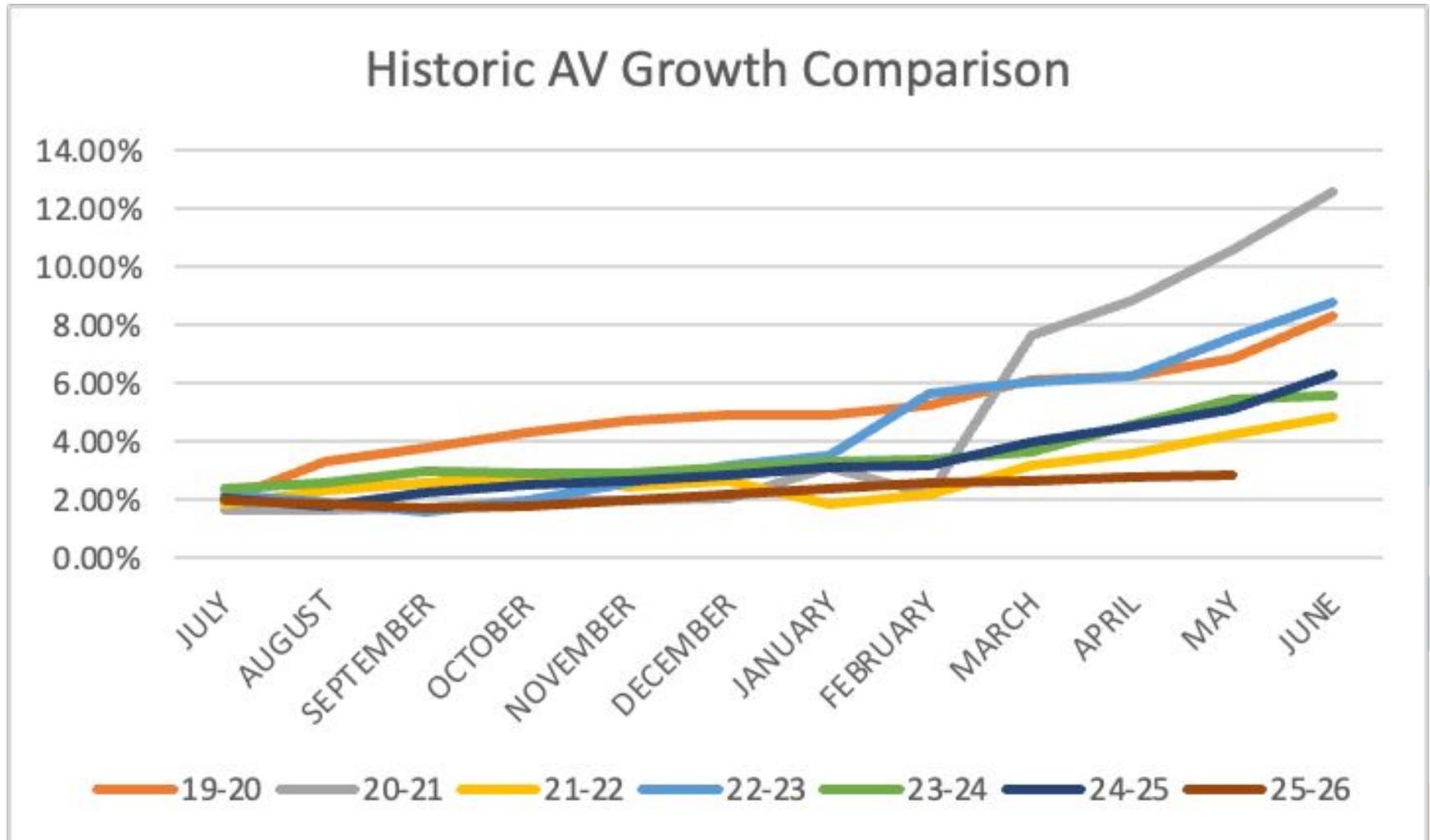
Multi Year Projection

- **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



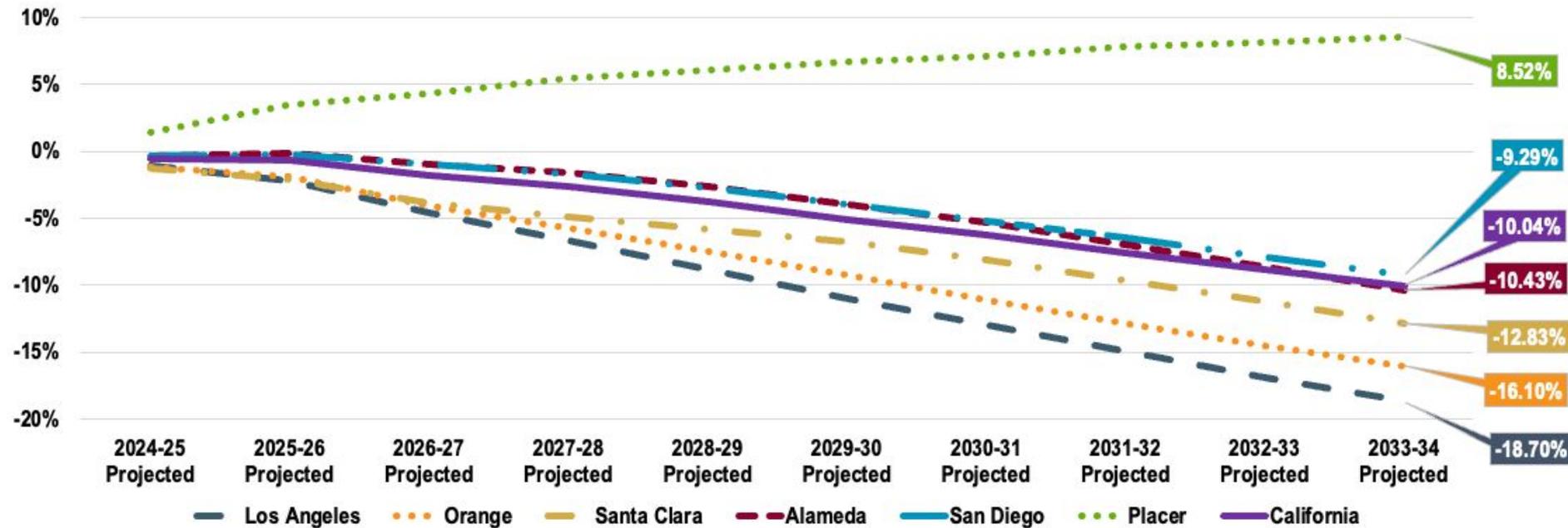
To address the budget deficit, he uses a combination of reductions, borrowing, funding shifts, deferrals, and expenditures that would only be activated if sufficient revenues materialize



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
- The 14 (or 24%) growing enrollment counties are projected to increase by approximately 14,000



Federal Education Budget

Federal Education Budget

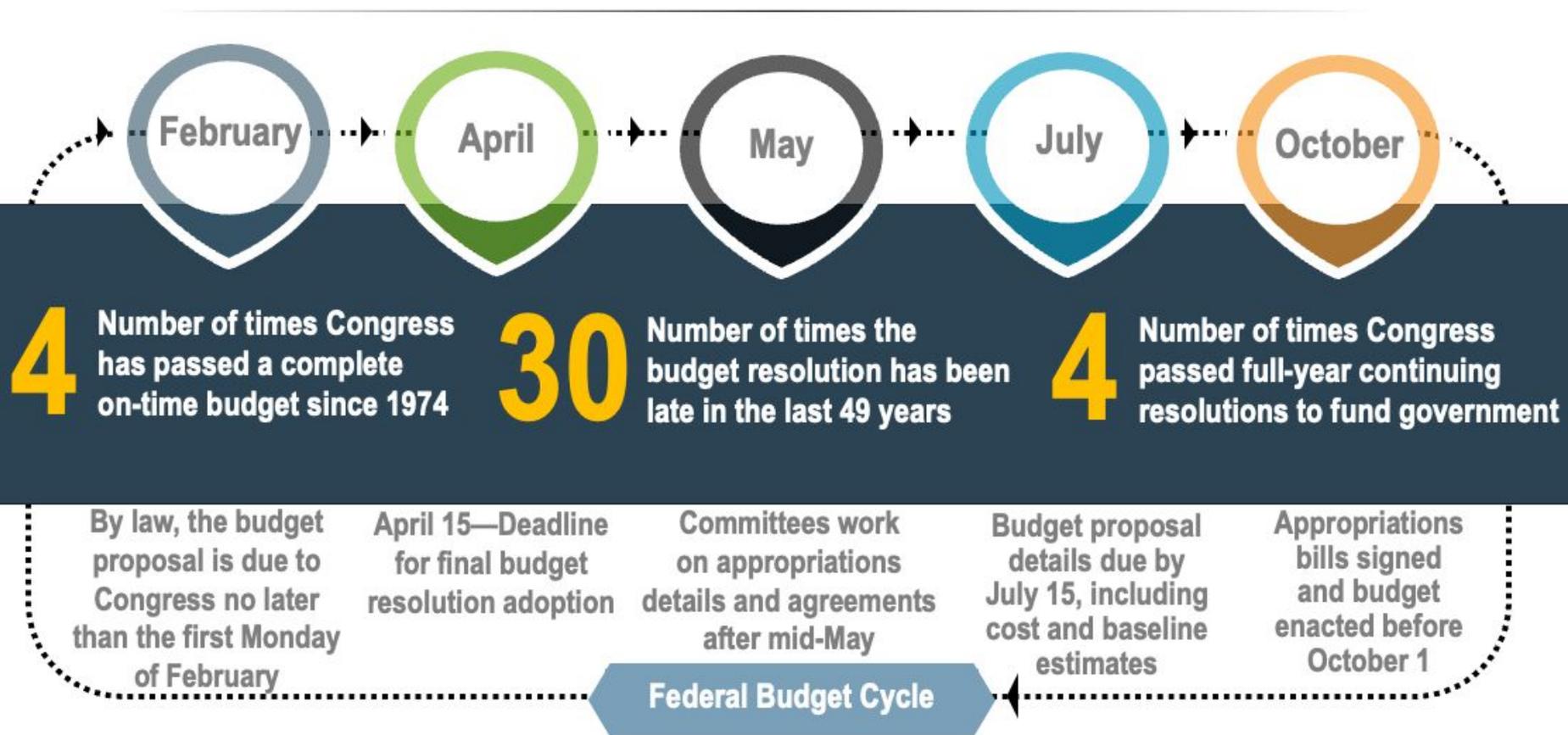
President Donald Trump's Proposed 2026 Budget

Non-Defense Spending

Reduced by
\$163 billion from
2025 levels, including
education spending

- Maintains Title I and Special Education Funding
- K-12 Simplified Funding Program
\$2 billion for 18 consolidated formula and competitive grants
- Eliminates Adult Education
- Eliminates Title III and Migrant Education

Federal Budget Cycle





Mountain View
Whisman
School District

Considerations for the Future

In Summary

- Current financial picture is not a surprise
 - We had planned deficit spending
 - Already cut \$700k in contracts this fall which has increased our cushion
- Reserves are low in 2027-28 because of reduction in revenue (lower property tax growth) and increase in expenditures (student programs)
- Revenue
 - The last two years have been a 5%- 7% increase in AV growth
 - This year 2025-26, we hope to end year at 3%
- Expenditures
 - We are in year 3 of funding an unfunded TK program for 250 students at a cost of \$3.5 million (salary and benefits)
 - \$2.7M for additional Special Ed staff to meet students' needs
 - \$2.4 million increase in staffing costs to provide programs and services to students (instructional aides, special education, mental health, Spanish teachers, science and general education)
- We have time for intentional planning to begin right-sizing budget initiatives next year that will help in future years.

2025-2026 Budget Adoption

Considerations for Future

- The 2025-2026 year will be the first year of full implementation of TK (All children who turn **4 years old by September 1** are eligible to enroll in TK)
- Facility needs for TK will need to be addressed in the future
- The district's reserve level will help cushion the impact of slowed AV growth for a year but changes will need to be made to reduce the deficit spending.

2025-2026 Budget Adoption

Considerations for Future

- Planning to address this will begin in September
 - TK unfunded mandate
 - Preschool
 - Child nutrition
 - ELOP (MVWSD+)
 - Early Literacy
 - IT Budget
- Continuing to monitor federal funding



Mountain View
Whisman
School District

Next Steps

2025-2026 Budget Adoption

Next Steps

- June 12 Board Meeting
 - Board Action/Adoption of
 - Education Protection Account (EPA)
 - LCAP/Budget
 - Budget Overview for Parents
- 45 Day Budget Revision if Significant Changes in Budget Bill



Mountain View
Whisman
School District

Questions?

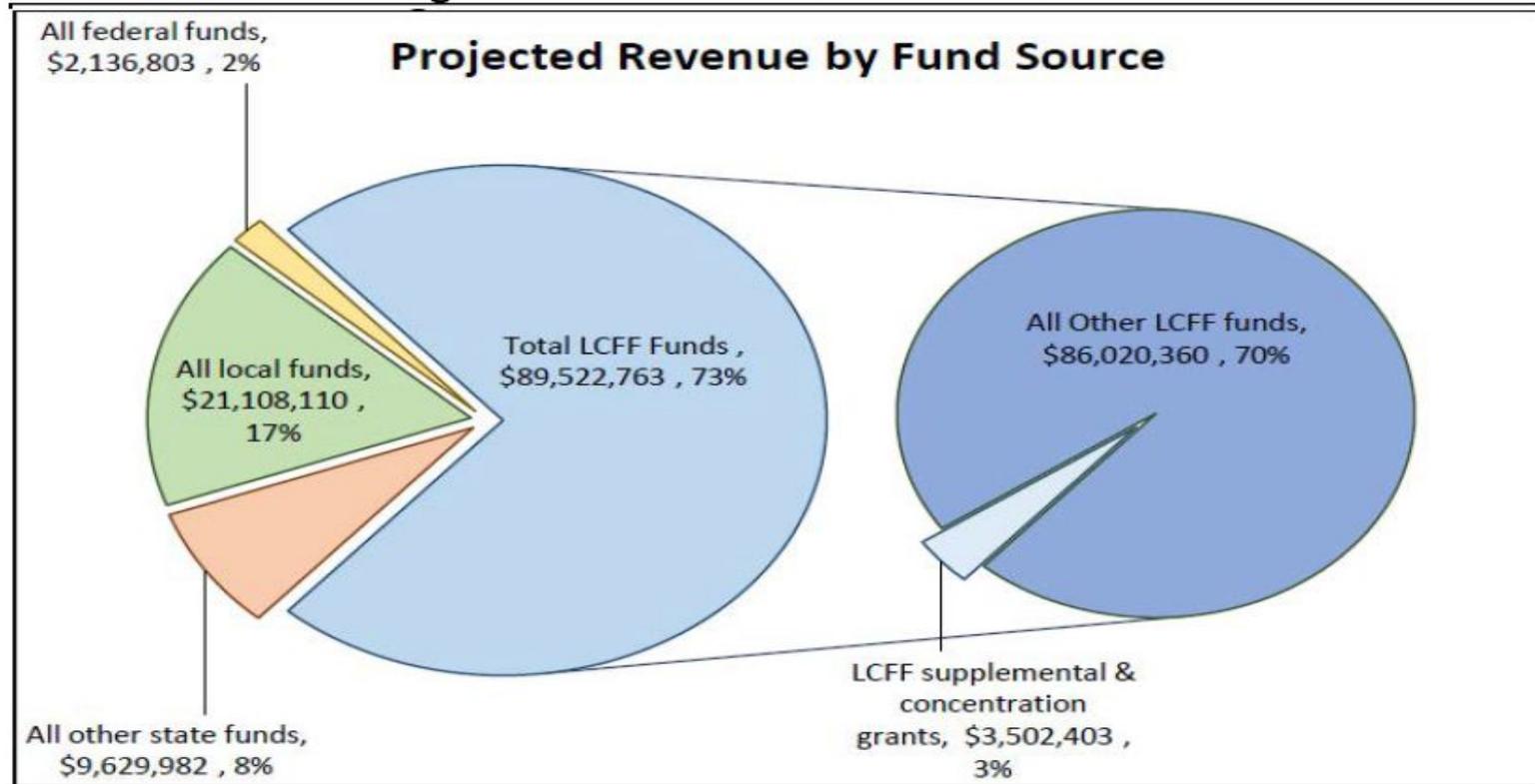


Mountain View
Whisman
School District

Public Hearing LCFF Budget Overview for Parents

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.

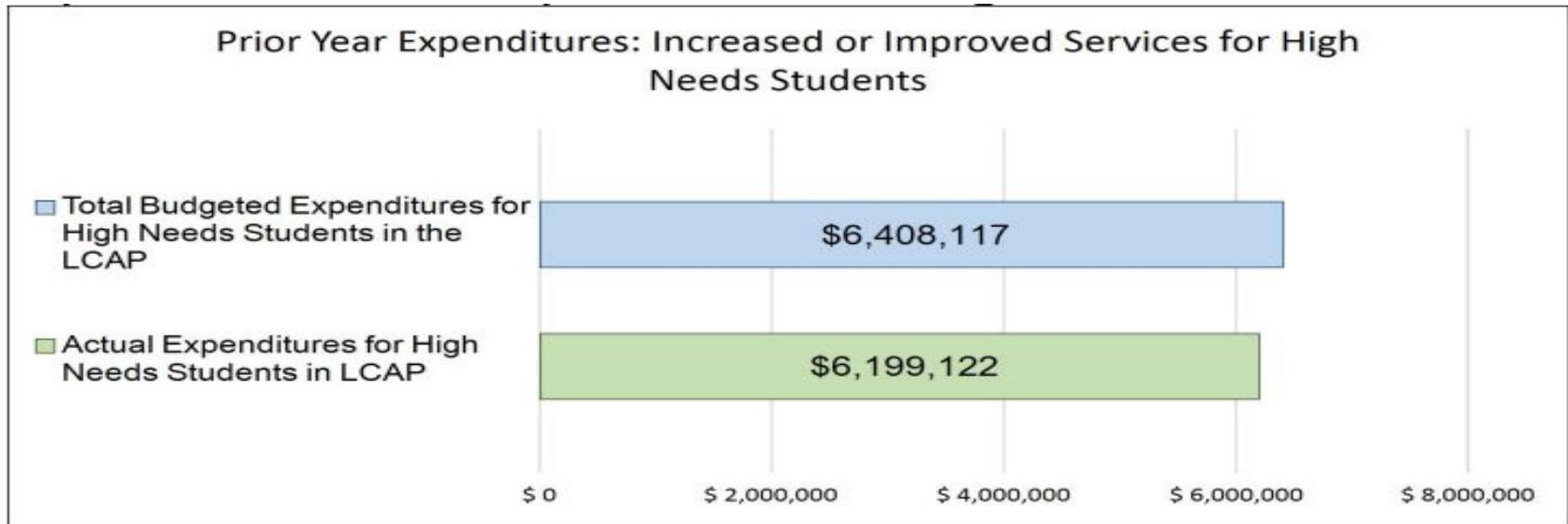


This chart provides a quick summary of how much Mountain View Whisman School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

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.

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 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) 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 adopt Resolution No. 03-052925, Education Protection Account for the proposed uses of the Education Protection Account Funds as identified on the attached list.

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| Resolution No. 03-052925, Education Protection Account (EPA) Requirements | Backup Material | 6/5/2025 |
| 2024-2025 and 2025-2026 Education Protection Account (EPA) Funding Expenditure Document | Backup Material | 6/5/2025 |

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 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) Process for Selection and Appointment of MVW Residences Corporation Board of Directors

Estimated Time:

Person Responsible:

Peter Ingram, District Housing Consultant

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

On May 29 the Board of Trustees approved the Bylaws of MVW Residences Corporation as revised to respond to Trustees questions and comments on April 24.

Now that the structure for the Non-Profit Corporation has been provided through Board action, staff asks that the Board of Trustees review and give input on the selection and appointment process for Directors for the MVW Residences Corporation Board.

Fiscal Implication:

Legal Counsel costs associated with processing application documents with the Federal and State Governments.

Recommended Action:

Staff recommends that the Board provide input to staff on the process for the selection and appointment of the MVW Residences Corporation Board of Directors.

ATTACHMENTS:

Description
Staff Housing Project

Type
Presentation

Upload Date
6/5/2025



Mountain View
Whisman
School District

Staff Housing Project

June 12, 2025





Mountain View
Whisman
School District

MVW Residences Corporation - Process for Selection & Appointment of Board Members

Discussion and Action

- **Agenda Item Title:** (Action) Selection and Appointment Process for MVW Residences Corporation Board of Directors
- Provide Input to Staff for Selection and Appointment Process of MVW Residences Corporation Board of Directors.

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.
- On April 24 and May 29, the Board of Trustees approved the legal documents to form the new corporation and directed staff to proceed.

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

Purposes of the MVW Residences Corporation

The purposes of this Corporation are (1) 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.

- Bylaws

Authorized Number and Qualifications of Directors

The following provisions shall govern the appointment and qualification of Directors:

- (a) One Director shall be a 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.

- Bylaws

Process Recommendations

- Goal:
Attract top professionals from the residential real estate and finance sectors

Process Recommendations

Solicitation & Selection Process (6-12 to 8-15)

- 6/12 BoT meeting - Trustees' discussion & input
- 6/13 Post & Distribute Trustees' call for MVW Residences board members
 - Post on District web page with link to application form
 - Include a notice in District newsletter w/links
 - Contact potential candidates suggested to date
- 7/21 Candidate submittals due to District (PIO will be the point-of-contact)

Process Recommendations

Corporation Board Candidate Submittals

- Utilize *Budget Advisory Committee* process & format
- Ask for candidate resume + brief letter - Due 7/21
- Briefly answer four questions:
 1. Connections to MVWSD (parent? business? Friends?)
 2. Why are you interested in serving on this board?
 3. Do you have special expertise / skills / experience relevant to this board?
 4. If you have served on other school districts, city or community commissions or committees? Please list and briefly describe your role.

Process Recommendations

Solicitation & Selection Process (6-12 to 8-15)

- By 6/30 Superintendent appoints **Screening Team**
 - One Trustee who will not seek appointment to the Corporation board (TBD)
 - District's Public Information Officer (Shelly)
 - District's Facilities Manager (Dalewyn)
 - District's Housing Consultant (Peter)

Process Recommendations

Solicitation & Selection Process (6-12 to 8-15)

- 8/01 Screening Team meeting
 - Blind rank candidates & compile team ranking
 - Aim for a slate of five to be presented & recommended
- 8/04 Contact top-ranked candidates
- 8/08 Consolidate draft recommendations for Supt.
- 8/15 BoT meeting agenda posted
- 8/21 BoT meeting - appoint MVW Residences Corporation board members

Process Recommendations

- Board of Trustees discussion:
 - Trustee roles
 - Process framework and ground rules
 - Constraints

Seeking Input

Provide Input to Staff for Selection and Appointment of MVW Residences Corporation Board of Directors.



Mountain View
Whisman
School District

Next Steps

Roadmap for Implementation of the MVW Residences Corporation

- Execute the selection and appointment process for MVW Residences Corporation Board of Directors
- Complete the legal and administrative actions needed to complete the formation of the MVW Residences Corporation
- By Oct. 1, 2025, host a reception for the MVW Residences Corporation Board

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

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 CSBA's Board Bylaws at its meeting on June 4, 2025, and is requesting Trustees approve the **deletion of Board Bylaw 9120 Officers of the Board of Trustees** and replace it with the following new for MVWSD individual Board Bylaws outlining the responsibilities of the Board President, Board Secretary, and the Board Clerk.

- Board Bylaw 9121 President (Option 2: When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties)
- Board Bylaw 9122 Secretary
- Board Bylaw 9123 Clerk

The Board Policy Committee is requesting a discussion and review at First Reading.

Fiscal Implication:

Recommended Action:

It is recommended that the Board of Trustees consider adopting Board Bylaws 9121 President, 9122 Secretary, 9123 Clerk, and consider the deletion of Board Bylaw 9120 Officers of the Board of Trustees, and at the August 21, 2025, Board meeting Trustees approve at Second Reading under Consent.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| BB 9120 Officers of the Board Trustees | Backup Material | 6/4/2025 |
| CSBA Bylaw 9121 President | Backup Material | 6/10/2025 |
| CSBA Bylaw 9122 Secretary | Backup Material | 6/4/2025 |
| CSBA Bylaw 9123 Clerk | Backup Material | 6/4/2025 |

OFFICERS OF THE BOARD OF TRUSTEES

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

The President shall preside at all meetings of the Board. He/she shall:

1. Call meetings to order at the prescribed time.
2. Announce the business to come before the Board in its proper order.
3. Enforce the Board's policies relating to the order of business and help ensure compliance with applicable requirements of the Brown Act.
4. Recognize persons who desire to speak and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if it were not clear to every member.
6. Restrict discussion to the question when a motion is before the Board.
7. Rule on *issues of* parliamentary procedure.
8. Put motions to a vote and state clearly the results of the vote.
9. Be responsible for the orderly conduct of all Board meetings
(*cf. 9323--Meeting Conduct*)

The Board President shall perform other duties in accordance with law, and Board policy, including but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board.
2. Consulting with the Superintendent or designee on the preparation of the Board's agenda.
(*cf. 9322--Agenda/Meeting Materials*)
3. Working with the Superintendent to ensure that Board members have necessary materials and information.
4. Subject to Board approval, appointing and dissolving all committees.
5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law.
6. Representing the district as governance spokesperson, in conjunction with the Superintendent

The President shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

Vice President

When the President resigns or is absent or disabled, the Vice President shall perform the President's duties.

Secretary

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board Agenda.
(*cf. 9322--Agenda/Meeting Materials*)
2. Record, distribute and maintain the Board Minutes.
(*cf. 9324--Minutes and Recordings*)
3. Maintain Board records and documents.
4. Conduct official correspondence for the Board.

OFFICERS OF THE BOARD OF TRUSTEES

5. As directed by the Board, sign and execute official papers.
6. Perform other duties as assigned by the Board.

Clerk

At an annual meeting, the Governing Board shall elect a clerk from its own membership. (Education Code 35143).

The duties of the Clerk shall be to:

1. Certify or attest to actions taken by the Board when required.
2. Maintain such other records or reports as required by law.
3. Sign documents on behalf of the district as directed by the Board.
4. Serve as presiding officer in the absence of the President and the Vice President.
5. Notify Board members and members-elect of the date and time for the annual organizational meeting.
6. Perform any other duties as assigned by the Board.

If the President resigns but continues as a member of the Board, his/her successor shall be elected for the unexpired portion of his/her term by the Board at the next regular meeting following the meeting at which his/her resignation has been accepted by the Board of Trustees. If the Vice President or the Clerk resigns, a successor shall be elected in accordance set forth in the case of the President.

Legal Reference:

Education Code

[35022](#) *President of the board*

[35143](#) *Annual organizational meetings; dates and notice*

[35025](#) *Secretary and bookkeeper*

[35250](#) *Duty to keep certain records and reports*

[17593](#) *Repair and supervision of property (duty of district clerk)*

[35038](#) *Appointment of clerk by county superintendent of schools*

[35039](#) *Dismissal of clerk*

[35121](#) *Appointment of clerk in certain city and high school districts*

[38113](#) *Duty of clerk (re provision of school supplies)*

Bylaw 9121: President

Status: ADOPTED

Original Adopted Date: 09/01/1989 | Last Revised Date: 07/01/2017 | Last Reviewed Date: 07/01/2017

CSBA NOTE: Education Code 35022 requires any board with five or more members to elect a president from among its members. The election of the Governing Board president at the annual organizational meeting is addressed in BB 9100 - Organization.

The law does not specify the duties of a Board president. The following optional bylaw details some typical duties of a Board president and should be modified to reflect district practice.

The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law
2. Consult with the Superintendent or designee on the preparation of Board meeting agendas
3. Call the meeting to order at the appointed time and preside over the meeting
4. Announce the business to come before the Board in its proper order
5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. Rule on issues of parliamentary procedure
9. Put motions to a vote, and clearly state the results of the vote

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees
4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media
5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

CSBA NOTE: The following paragraph is optional. See CSBA's web site for information about CSBA's Board President's Workshop and other education opportunities that could assist board presidents in fulfilling their responsibilities, such as the Brown Act workshop, Annual Education Conference and Trade Show, and Masters in Governance program.

The president shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

CSBA NOTE: Districts should select the appropriate option below.

OPTION 1: ~~When the president resigns or is absent, the clerk shall perform the president's duties. When both the president and clerk are absent, the Board shall choose a president pro tempore to perform the president's duties.~~

OPTION 1 ENDS HERE

OPTION 2: When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

OPTION 2 ENDS HERE

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

Ed. Code 35022

Ed. Code 35143

Gov. Code 54950-54963

Description

[President of the board](#)

[Annual organizational meetings; date and notice](#)

[The Ralph M. Brown Act](#)

Management Resources

CSBA Publication

CSBA Publication

CSBA Publication

Website

Website

Description

[Call to Order: A Blueprint for Great Board Meetings](#)

[Professional Governance Standards](#)

[Board Presidents' Handbook, revised 2002](#)

[CSBA District and County Office of Education Legal Services](#)

[CSBA](#)

Cross References

1112

2140

9000

9005

9010

9012

9100

9123

9130

9230

9240

9320

9321

9321-E(1)

9321-E(2)

9322

9323

Description

[Media Relations](#)

[Evaluation Of The Superintendent](#)

[Role Of The Board](#)

[Governance Standards](#)

[Public Statements](#)

[Board Member Electronic Communications](#)

[Organization](#)

[Clerk](#)

[Board Committees](#)

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[Meetings And Notices](#)

[Closed Session](#)

[Closed Session](#)

[Closed Session](#)

[Agenda/Meeting Materials](#)

[Meeting Conduct](#)

Bylaw 9122: Secretary

Status: ADOPTED

Original Adopted Date: 07/01/1984 | **Last Revised Date:** 07/01/2003 | **Last Reviewed Date:** 07/01/2003

CSBA NOTE: The following optional bylaw should be modified to reflect district practice. Education Code 35025 provides that the Board may employ a non-Board member to serve as secretary and bookkeeper for the Board.

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda
2. Record, distribute and maintain the Board minutes
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board

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 35025 | Secretary and bookkeeper |
| Ed. Code 35143 | Annual organizational meetings; date and notice |
| Ed. Code 35250 | Duty to keep certain records |
| Gov. Code 54950-54963 | The Ralph M. Brown Act |
| | |
| Management Resources | Description |
| CSBA Publication | Professional Governance Standards |
| Website | CSBA District and County Office of Education Legal Services |
| Website | CSBA |
| | |
| Cross References | Description |
| 2110 | Superintendent Responsibilities And Duties |
| 2111 | Superintendent Governance Standards |
| 4112.1 | Contracts |
| 9322 | Agenda/Meeting Materials |
| 9324 | Minutes And Recordings |

Bylaw 9123: Clerk

Status: ADOPTED

Original Adopted Date: 09/01/1988 | **Last Revised Date:** 03/01/2011 | **Last Reviewed Date:** 03/01/2011

CSBA NOTE: The following optional bylaw is for use by any board other than a city board of education governed by a city charter. Any board other than a city board of education is required by Education Code 35143 to elect a clerk from among its members at the annual organizational meeting. See BB 9100 - Organization for other requirements pertaining to the annual organizational meeting. This bylaw is not intended to address a situation where a non-member of the Board is appointed clerk to perform certain responsibilities.

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board

CSBA NOTE: Districts without a vice president should modify the following paragraph accordingly.

4. Serve as presiding officer in the absence of the president and vice president
5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

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

Ed. Code 17593
Ed. Code 35038
Ed. Code 35039
Ed. Code 35121
Ed. Code 35143
Ed. Code 35250
Ed. Code 38113
Gov. Code 54950-54963

Description

[Repair and supervision of property \(duty of district clerk\)](#)
[Appointment of clerk by county superintendent of schools](#)
[Dismissal of clerk](#)
[Appointment of clerk in certain city and high school districts](#)
[Annual organizational meetings: date and notice](#)
[Duty to keep certain records](#)
[Duty of clerk \(re provision of school supplies\)](#)
[The Ralph M. Brown Act](#)

Management Resources

CSBA Publication
Website
Website

Description

[Professional Governance Standards](#)
[CSBA District and County Office of Education Legal Services](#)
[CSBA](#)

Cross References

9100
9121

Description

[Organization](#)
[President](#)

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) Board Governance Handbook

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

| Description | Type | Upload Date |
|---|-----------------|-------------|
| 2025-2026 MVWSD Board Governance Handbook | Backup Material | 6/5/2025 |



Mountain View Whisman School District

Board Governance Handbook

2025-2026 School Year

BOARD OF TRUSTEES

William Lambert, President - Term Expires 2026

Charles DiFazio, Vice President - Term Expires 2028

Lisa Henry, Clerk - Term Expires 2028

Ana Reed, Member - Term Expires 2028

Devon Conley, Member - Term Expires 2026

SUPERINTENDENT

Jeffrey Baier

The Board of Trustees believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct. *Board Bylaw 9005*

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[Board Governance Calendar](#)

[Resources](#)

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GUIDING DOCUMENTS

These guiding documents highlight the MVWSD student experience as well as the outcomes we want for every student

Strategic Plan 2027

[Mission and Vision](#)

[Values and Beliefs](#)

[Goal Areas](#)

[Strategic Plan](#)

[Board Governance Standards](#)

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[Process for Addressing Board Member Policy Violations](#)

[Officers' Roles](#)

CSBA About California School Boards Infographic



ABOUT CALIFORNIA SCHOOL BOARDS

School boards govern California's nearly 1,000 school districts serving 6 million students

1 School board members are individually elected by the community they serve



- Each school district is governed by a school board that is accountable for the performance of schools in their district.
- They represent the community's diverse beliefs and values.
- School board members are residents of the school district they serve and come from all walks of life — doctors, lawyers, homemakers, teachers, architects, truck drivers, professors, business owners, real estate agents and more.

2 School boards govern at board meetings



- Hiring and evaluating the superintendent
- Adopting district policies
- Approving Local Control Accountability Plans
- Adopting and monitoring budgets
- Monitoring district performance and student achievement
- Actively listening to public comments

3 School boards serve the community



- Listening to their ideas
- Engaging them in setting the district mission and goals
- Making student achievement a priority
- Advocating on important K-12 policy issues for all students
- Representing the district at community events
- Ensuring accountability for student and district performance

4 School board members give the gift of time



- Preparing for and attending board meetings
- Responding to constituents
- Participating in board training and development
- Attending community events

To learn more about your school board or attend an upcoming meeting, contact a local school board member or the district superintendent's office.



California School Boards Association© 07/2022 | www.csba.org

Purpose of the Board

The Mountain View Whisman School District's Board of Trustees functions as the legislative body of the district. It establishes the vision, goals, and policies by which the school district is operated.

Board Member Commitments

A school Trustee is called to public service with the intention of making a difference in the lives of children and families in their community. Below is a description of Board Member commitments:



1. There are **two Regular Board meetings a month** on Thursday nights in August, September, October, January, March, May, and June. **February, April, November, and December have one meeting.** There is no regular meeting scheduled for July. Generally, Board meetings start at 4:30 p.m. with closed session, public session starts at 6:00 pm. Meetings end by 10 p.m. but can be extended. Depending on the Board member, Board meeting material can take anywhere from 2 hours to 8 hours to review and prepare for the meeting.
2. **Individual/Superintendent meetings** occur the week prior to a Board meeting. These meetings are scheduled for 1 hour. Board members are asked to meet with the Superintendent, who will review the meeting agenda and answer questions. Meetings may be scheduled around a Board Member's work or other obligations.
3. **Special Board Meetings** are scheduled as needed when discussion or action is needed before the next regularly scheduled meeting. Topics can range from Superintendent evaluation to current issues, etc.
4. **Board Study Sessions** are scheduled to enhance the Board's knowledge in a particular area, such as the budget, to work as a successful governance team.
5. A **Board Retreat** is scheduled at least twice yearly, in August and January. The intent of these meetings is to review the Governance Handbook, along with the Board's Goals. Along with these topics, the Board may engage in professional learning on a topic that aligns with the District's goals.
6. **CSBA Annual Education Conference** is held in the first week of December from Wednesday through Saturday. All Board members are asked to attend in an effort to improve the understanding of the work of a Board member.
7. **Special Events** in our community and within Santa Clara County are also part of the Board members' year. Though not required, attending community events is encouraged.
8. **School Activities** occur regularly at each of our schools. Board members are encouraged to attend when possible.

Roles and Responsibilities of the Board



Authority is granted to the Board as a whole, not each member individually. Therefore, Board members fulfill these responsibilities by working together as a governance team with the Superintendent to make decisions that will best serve all the students in the community.

The Board shall work with the Superintendent to fulfill its primary responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff, and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the district by:
 - a. Employing the Superintendent and setting policy for hiring other personnel
 - b. Overseeing the development and adoption of policies
 - c. Establishing academic expectations and adopting the curriculum and instructional materials
 - d. Establishing budget priorities and adopting the budget
 - e. Providing safe, adequate facilities that support the district's instructional program
 - f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements
3. Providing support to the Superintendent and staff as they carry out the Board's direction by:
 - a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support district priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons
4. Ensuring accountability to the public for the performance of the district's schools by:
 - a. Evaluating the Superintendent and setting policy for the evaluation of other personnel
 - b. Monitoring and evaluating the effectiveness of policies
 - c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements
 - d. Monitoring student achievement and program effectiveness, and requiring program changes as necessary
 - e. Monitoring and adjusting district finances
 - f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels. *Bylaw 9000*

Board Governance Standards

The Board expects its members to collaborate with one another and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:



1. Keep learning and achievement for all students as the primary focus
2. Value, support, and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff
8. Understand that authority rests with the Board as a whole and not with individuals

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
 2. Communicate a common vision
 3. Operate openly, with trust and integrity
 4. Govern in a dignified and professional manner, treating everyone with civility and respect
 5. Govern within the Board-adopted policies and procedures
 6. Take collective responsibility for the Board's performance
 7. Periodically evaluate its own effectiveness
 8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations
- Bylaw 9005*

Board Member Protocols

Protocols provide specific guidelines within which the Board will function. The following are agreed upon rules, norms, and responsibilities required for the Board to work in a cohesive, consistent, and professional manner.



Rules

1. Board members must be mindful about their conversations involving the business of the Board to ensure that their conversations outside of a noticed meeting, either directly or indirectly, involve less than a majority of the Board (Brown Act).
2. Board members never discuss confidential personnel matters, confidential negotiations matters, or any matters discussed in closed session, with members of the bargaining unit, public, or staff.
3. No individual Board member will make or appear to make a decision that appropriately should be made by the entire Board. There are five Board members. "I am only one equal vote."

Norms

4. Strive to act in the following manner:
 - a. Read Board packets prior to the meeting, and bring questions or concerns prior to the meeting
 - b. Participate in the discussion of issues and listen patiently and respectfully
 - c. Remain civil and strive to understand points of view
 - d. Respect and acknowledge each individual's thoughts and opinions.
 - e. Accept and live with the action of the Board – support the majority decision after action is taken
5. Maintain a presence in the community in order to communicate and listen to the people you represent.
6. Be informed about current educational issues through individual and group study and through participation in programs providing needed information, such as those sponsored by county, state, and national school boards associations.
7. Embrace a continuous improvement mindset.
8. Be student-centered and adult-minded when considering policy and district finances.

Responsibilities

9. Understand the distinction between the Board roles and District staff roles and delegate administrative functions to the Superintendent.
10. Participate in regular and timely evaluations of the Superintendent based on the district's vision, goals, and performance, and ensure that the Superintendent holds district personnel accountable.
11. Advocate for the District and the students it serves.

Individual Board Member Requests for Information

When an individual Board member requests information, it will be provided to all Board members. The Board Member should CC the Superintendent on the request email or otherwise alert the Superintendent that the request has been made of a staff member. An individual Board member will, as much as possible, work to notify the Superintendent and staff ahead of time when a request for information will be made public so the staff can be prepared to provide an answer. Individual Board members will self monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals.

Email Communication

Purpose of protocol — Board members wish to ensure that their handling of constituent emails allows them to be responsive, respect the Brown Act, respect the Board as a whole, and be responsible to the entire community.

Protocol – Responding to emails directed to the Board as a whole

The Board President serves as the spokesperson and responds to emails addressed to the full Board. The Board President will answer the email with the words "on behalf of the MVWSD Trustees" and copy Board members and the Superintendent. In cases in which the Board President feels that the Superintendent is able to give a more thorough answer, the President may ask the Superintendent to respond. In such a case, the Superintendent will make it clear that he is answering at the request of the Board President and shall copy the rest of the Board so that they know the response. The Board agrees to go through the Superintendent with a staff issue, and not contact staff members directly. All legal questions will be directed through the Superintendent.

Protocol – Responding to emails sent to one Board member.

When a Board member receives an email with an issue or concern, the protocol is to notify the Superintendent of the concern while preserving the confidentiality of the constituent as appropriate. The Board member will acknowledge the receipt of the email and, if needed, encourage a face-to-face meeting or a phone call. The Board member will help direct the constituent toward the individual who is suited to address the concern, such as a teacher or school, principal, or administrator.

Process for Addressing Board Member Policy Violations



The Board and each of its members are committed to faithful compliance with the provisions of the Board's policies. The Board recognizes that its failure to deal with deliberate or continuing violations of its policies risks the loss of confidence in the Board's ability to govern effectively.

Suspected violations by Board members observed by members of the public or fellow Board members should be reported via email to the Board President or the Board Vice President if the violation is committed by the Board President. Suspected violations by Board members observed by school staff should be reported to the Superintendent. All reports will be investigated, and the results will be reported to the complainant.

In the event of a member's mistaken, willful and/or continuing violation of policy, the Board will address the issue by the following process:

- a. Conversation in a private setting between the member considered to be in violation and the President. If the President is considered to be in violation, they will meet with the Vice President. The Superintendent may be present.
- b. Possible removal, by formal vote of a majority of the Board members present in open session during a publicly posted Board meeting, from any leadership or committee positions to which the outgoing member has been appointed or elected by the Board.
- c. Censure of an offending member of the Board by formal vote of a majority of the Board members present in open session during a publicly posted Board meeting as a means of separating the Board's focus and intent from an offending member.

Officers' Roles

President/Vice President

At the annual organizational meeting in December, the Board of Trustees shall elect a President and Vice President from among its members to provide leadership on behalf of the governance team and the educational community it serves.



To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the President shall:

1. Preside at all Board of Trustees meetings.
1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law
2. Consult with the Superintendent or designee on the preparation of Board meeting agendas
3. Call the meeting to order at the appointed time and preside over the meeting

4. Announce the business to come before the Board in its proper order
5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. Rule on issues of parliamentary procedure
9. Put motions to a vote, and state clearly the results of the vote

The President shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The President shall perform other duties in accordance with law and Board policy, including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have the necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees
4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media
5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The President shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

When the President resigns or is absent, the Vice President shall perform the President's duties. When the President and Vice President are absent, the Clerk shall perform the President's duties.

Clerk

The Board of Trustees shall elect a clerk from its own membership at the annual organizational meeting.

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board
4. Serve as presiding officer in the absence of the President and Vice President

5. Perform any other duties assigned by the Board

Secretarial Duties

Secretarial duties for the Board of Trustees, such as maintaining an accurate and complete record of all Board proceedings, are split between the Superintendent and the Executive Assistant to the Superintendent. Their duties include:

1. Prepare, distribute, and maintain the Board agenda
2. Record, distribute, and maintain the Board minutes
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board

Board Committees and Appointments

Board Committees - subject to the Brown Act



- Bond Oversight Committee
- Budget Review Committee
- Budget Advisory Committee
- Board Policy Committee
- District Advisory Committee
- District English Learner Advisory Committee
- Parcel Tax Oversight Committee
- Staff Housing Oversight Committee

Board Appointments

- Health and Wellness
- LAMV PTA Council
- MVEF Board Meeting
- MVWSD PTA President's Meeting
- Santa Clara County School Boards Association

Board Governance Calendar

It is recommended that the Board use the following calendar for annual required action items and committee reports.

2025-2026 Governance Calendar

| | | | | | | | | | | | |
|------------------|---|---|--|--|--|--|---|--|---------------------------------|--|-------------|
| Month | | | | | | | | | | | |
| August | Board Retreat | Resolution- Authorizing Delegation of Authority to Sign Warrants and Payments | Resolution- Delegation of Authority to Sign Official Documents and Records | Williams Quarterly Report #4 April-June 2024-25 | | | | | | | |
| September | Resolution- GANN Limit | Unaudited Actuals | Fund 25 Developer Fee Report | Overnight and Out-of-State Field Trips | Resolution - Recognition of Newly Permanent Certificated Staff | Review and Action: Public Hearing and Resolution on Sufficiency of Materials | Board Policy (BP) and Administrative Regulation (AR) 6145 Extracurricular and Co-Curricular Activities - Requires annual review | Approval of application for Exemption from the Required Expenditures for Classroom Teachers' salaries (likely) | | | |
| October | Enrollment and Staffing Report | CAASPP Results | | William Quarterly Report #1 | | | | | | | |
| November | Ongoing Major and Deferred Maintenance Plan | 1 st Interim Report | Site Plans | | | | | | | | |
| December | Organizational Meeting | Board Committee Appointments | CSBA Annual Conference | Adoption of Calendar for 2026-27 | Resolution- Change for Lincoln/ Presidents Day | Results of the California Dashboard | | | | | |
| January | Board Retreat | Audit Reports | SARCs | William Quarterly Report #2 | | | | | | | |
| February | LCP Mid-Year Report | | | | | | | | | | |
| March | 2 nd Interim Report | Notices for Certificated & Classified Employee Layoff | Annual MLL Updates | Approval of Overnight and Out-of-State Field Trips | Transportation Plan | | | | | | |
| April | Resolution: Day of the Teacher | Resolution: Classified Appreciation | Declaration of Need for Fully Qualified Educators | ELOP Updates and Contract | William Quarterly Report #3 | | | | | | |
| May | Yosemite Contract | LCAP Local Indicators | Public Hearing: LCAP | LCAP Federal Addendum | Public Hearing: Res. Education | Public Hearing: Budget Adoption | Public Hearing: Budget Overview for | Recognition: Employees of the Year | Recognition: Years of Service & | Proposition 28 Arts and Music in Schools | LCAP Survey |
| | | | | | Protection Account (EPA) Requirements | | Parents | (Certificated & Classified) | Retirees | Update | Results |
| June | (Action) LCAP Local Indicators | (Action) LCAP Approval | (Action) LCAP Federal Addendum | (Action) Budget Adoption | (Action) Budget Overview for Parents | (Action) Res. Education Protection Account (EPA) Requirements | Health and Wellness Annual Report (every 3 years is a policy update) | Consolidated Application for Funding (ConApp) | | | |

Resources

The Board of Trustees should familiarize itself with these topics through board governance workshops, CSBA classes, and/or meetings with the Superintendent.

- ✓ [District policies and administrative regulations](#)
- ✓ [Board Bylaws](#)
- ✓ The Brown Act
- ✓ CSBA professional governance standards
- ✓ [District Budget](#)
- ✓ [MVEA and CSEA Association contracts](#)

Board Member Benefits

Stipend

Each member of the governing Board will receive a \$273 per month stipend for attendance at Board meetings.

Health benefits

Board members have the option to join the District's group dental insurance plan. Contact the Chief Business Officer at 650-526-3500 ext. 1088.

Attending conferences/educational meetings/community events.

A budget is maintained for Board members to attend conferences and educational meetings. Contact the Superintendent's Executive Assistant at 650-526-3552 for more information.

Making reservations for conferences – workshops – district business trips

Contact the Superintendent's Executive Assistant at 650-526-3552 for more information.

Travel expenses and reimbursement

Contact the Superintendent's Executive Assistant at 650-526-3552 for more information.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Employment Agreement for Tara Vikjord, Assistant Superintendent

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

Attached is a revised contract for the Assistant Superintendent. The contract has been redrafted to enhance board oversight and accountability. A key change removes the automatic salary increases that were included in the previous contract. Under the revised agreement, all future salary adjustments will require explicit approval by the board as recommended by the superintendent and be based on satisfactory performance evaluations. Importantly, the assistant superintendent initiated and supports these changes, reflecting commitment to transparency and collaborative governance.

Fiscal Implication:

The district shall pay the Assistant Superintendent an annual salary of \$288,157.45, payable in monthly installments.

Recommended Action:

It is recommended that the Board of Trustees approve the Employment Agreement with Tara Vikjord, Assistant Superintendent, Chief Human Relations Officer of the View Whisman School District, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|---------------------------------------|-----------------|-------------|
| Employment Agreement T. Vikjord 25-28 | Backup Material | 6/4/2025 |

ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board ("Board") of the Mountain View Whisman School District ("District"), a public school district in the State of California, and Tara Vikjord ("Assistant Superintendent"), an employee and individual (collectively, "the Parties").

This Agreement contains the sole and entire understanding of the Parties with respect to the entire subject matter hereto, and no other agreement, oral or written shall be deemed to exist or to bind any of the Parties hereto.

1. **Term.** The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2028, unless extended or terminated earlier pursuant to the provisions of this Agreement.

Should the Assistant Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board may extend the term of the Agreement for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years. An amendment for the extension of the term of this Agreement shall be approved at a regular Board meeting.

2. **Duties and Responsibilities.**

The Assistant Superintendent shall serve as the Chief Human Relations Officer of the District and shall be responsible for human resources, personnel, employment and labor relations operations of the District. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education. She shall be supervised by the Superintendent and shall comply with the Superintendent's directives. She shall have such additional powers and duties which are delegated to her by the Superintendent. She shall report directly to the Superintendent and may function as such in the Superintendent's absence.

3. **Superintendent-Assistant Superintendent Relations.** The Assistant Superintendent agrees to work together with the Superintendent and other District leadership employees in a spirit of cooperation and teamwork to further the District's mission. The Assistant Superintendent agrees to perform her duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position.
4. **Work Days and Vacation.** The Assistant Superintendent shall be required to provide two hundred twenty-four (224) workdays of full and regular service to the District during each year covered by this Agreement, exclusive of holidays as defined in this Agreement. Days in excess of 224 and holidays are considered non-workdays. The Assistant Superintendent shall not be entitled to vacation pay for non-workdays. The Parties recognize the Assistant Superintendent is not entitled to overtime pay or compensatory time off.

Approval of non-workdays entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Superintendent in advance of the first day of absence. The Assistant Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as sick leave or other leave.

Each year the Assistant Superintendent may elect to work up to five (5) additional days of service, in excess of the 224, for which she shall be compensated at her per diem rate with all necessary contributions deducted. Work performed in excess of 229 days of service will not be compensated, except with the approval of the Superintendent.

5. **Obligations of District.** District shall provide Assistant Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

5.1 Salary. During the term of this Agreement, the District shall pay Assistant Superintendent an annual salary of \$288,157.45, to be paid in monthly installments, less all applicable deductions and withholdings required by law or authorized by the Assistant Superintendent. The annual salary shall be prorated for less than a full year of employment.

Any increase in salary shall be evaluated in light of such factors as the annual evaluation of the Assistant Superintendent's performance, District finances, the state economy, the Consumer Price Index ("CPI"), bargaining unit settlements, and any increase afforded to certificated management employees, and shall be subject to the Superintendent's recommendation and the approval by the Board in open session. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment, shall become a part of this Agreement upon Board approval, and shall not operate as a termination or extension of this Agreement.

5.2 Health Benefits. The Assistant Superintendent shall receive any health and welfare plan as offered to District certificated management employees and their dependents.

5.3 Sick Leave. The Assistant Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for her current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Superintendent shall be authorized to require from time to time verification of the need to utilize sick leave with pay, as deemed appropriate in accordance with applicable law and Board policies and regulations.

5.4 Reimbursement for Expenses. The Assistant Superintendent shall be eligible for the following reimbursements:

All actual and necessary expenses incurred in the performance of her duties, including membership dues in the Association of California School Administrators, one other of her choosing, and one community service club. The District shall pay membership dues directly to the organizations.

For reimbursement, the Assistant Superintendent shall submit an expense claim to the Superintendent or designee in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the District's authorization of reimbursement.

6. **Evaluation of Assistant Superintendent.** The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of the Agreement. Assistant Superintendent will submit to the Superintendent an

annual self-evaluation and reflection prior to the end of the school year. The annual evaluation will be in writing and normally completed by June 30 of each year. A copy will be placed in the Assistant Superintendent's personnel file.

In addition to the annual evaluation, the Superintendent and the Assistant Superintendent shall meet from time to time to discuss the Assistant Superintendent's performance.

The annual evaluation and assessment, and additional evaluations, shall be reasonably related to the position description of the Assistant Superintendent, the duties outlined in this Agreement, Board Policies and Administrative Regulations, and the goals and objectives of the District for the year of the evaluation.

Lack of an evaluation shall not preclude the Assistant Superintendent from consideration for any salary increase or have any effect on any other paragraph of this Agreement, unless otherwise specified.

7. **Professional Development.** The Assistant Superintendent may attend appropriate professional development at the local and state level. Prior Superintendent approval (for attendance and estimated costs and expenses) shall be obtained when the Assistant Superintendent wishes to attend out-of-state functions and all District travel policies shall be followed. Reasonable expenses so incurred shall be reimbursed to the Assistant Superintendent in accordance with applicable District policies.

8. **Termination.** This Agreement may be terminated prior to its expiration date for any of the following reasons:

8.1 Resignation. The Assistant Superintendent may resign and terminate this Agreement provided she has given the Superintendent written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed to by the Superintendent.

8.2 Mutual Consent. The Board and the Assistant Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual termination including a cash settlement shall be subject to the provisions of Government Code section 53260, which restricts any cash settlement to no more than the lesser of the then monthly salary times twelve (12) months or the remaining term of the Agreement.

8.3 Termination by Board – For Cause. This Agreement and the services of the Assistant Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Assistant Superintendent has neglected to adequately perform her duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall thereafter be entitled to a conference with the Board and Superintendent at which time the Assistant Superintendent shall be given an opportunity to respond to the grounds for termination. The Assistant Superintendent may be represented by counsel at the conference with the Board and Superintendent at her own expense. Any decision to terminate for cause shall be effective upon the date determined by the Board and such decision by the Board is final.

8.4 Termination by Board – No Cause. The Superintendent and Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay the Assistant Superintendent her monthly salary in effect during the last month of service for a period of six (6) months or the remainder of the term of this Agreement, whichever is less. Payments to the Assistant Superintendent shall be made on a monthly basis unless the Board agrees otherwise.

For purposes of this Agreement, the term “salary” shall include only the Assistant Superintendent’s regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The Parties agree that any damages to the Assistant Superintendent that may result from the Board’s early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Assistant Superintendent, fully compensate the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District’s completion of its obligations under this provision constitutes the Assistant Superintendent’s sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

8.5 Non-renewal of Agreement. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement upon its expiration pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with not less than 45 days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for one additional year under the same terms and conditions as set forth in this Agreement. Not less than 90 days nor more than 120 days prior to the expiration of this Agreement, the Assistant Superintendent shall notify the Superintendent and Board President, in writing, as to the expiration date.

8.6 Death or Disability. Death of the Assistant Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Assistant Superintendent up to the time of death, if any, shall be paid to the Assistant Superintendent’s estate unless otherwise declared in writing by the Assistant Superintendent or directed by the executor of her estate.

If, as a result of a physical or mental disability, the Assistant Superintendent is unable to perform the essential functions of her position, with or without

reasonable accommodation, this Agreement may, at the Board's election, be terminated in accordance with applicable law.

9. **Abuse of Office.** Pursuant to Government Code section 53243.2, any funds received by the Assistant Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Assistant Superintendent without cause, shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving the abuse of her powers of office. If the District funds the criminal defense of the Assistant Superintendent against charges involving the abuse of her office or position, and the Assistant Superintendent is then convicted of those charges, the Assistant Superintendent shall fully reimburse the District for all District funds paid for the Assistant Superintendent's criminal defense.
10. **Advance Notice of Finalist.** Should the Assistant Superintendent be selected as a finalist for other employment, the Assistant Superintendent shall notify the Superintendent within seven (7) days.
11. **Indemnity.** In accordance with the provisions of Government Code sections 825 and 995, and subject to section 9 of this Agreement, the District shall defend the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in Assistant Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Assistant Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against her related to her role as the Assistant Superintendent.
12. **Governing Law.** This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.
13. **Savings Clause.** If, during the time the Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.
14. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
15. **Complete Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements – written or otherwise. Neither of the Parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.
16. **Construction of Agreement.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The headings of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

17. **Independent Representation.** The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
18. **Modification.** No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by the Parties.
19. **Attorneys' Fees.** In any action or proceeding to enforce/construe any provision(s) of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees/costs.
20. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 12th day of June 2025.

Dated: June 12, 2025

GOVERNING BOARD OF THE MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT

By: _____
William Lambert, Board President

By: _____
Jeffrey Baier, Superintendent

Dated: June 12, 2025

ASSISTANT SUPERINTENDENT

By: _____
Tara Vikjord, Asst. Superintendent

This Agreement was approved in open session at a regular public meeting of the Governing Board of the Mountain View Whisman School District, Mountain View, CA, on June 12, 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Employment Agreement for Dr. Rebecca Westover, Assistant Superintendent

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

Attached is a revised contract for the Assistant Superintendent. The contract has been redrafted to enhance board oversight and accountability. A key change removes the automatic salary increases that were included in the previous contract. Under the revised agreement, all future salary adjustments will require explicit approval by the board as recommended by the superintendent and be based on satisfactory performance evaluations. Importantly, the assistant superintendent initiated and supports these changes, reflecting commitment to transparency and collaborative governance.

Fiscal Implication:

The District shall pay Assistant Superintendent an annual salary of \$300,849.48, payable in monthly installments.

Recommended Action:

It is recommended that the Board of Trustees approve the Employment Agreement with Dr. Rebecca Westover, Assistant Superintendent, Chief Business Officer of the Mountain View Whisman School District, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|--|-----------------|-------------|
| Employment Agreement R. Westover 25-28 | Backup Material | 6/4/2025 |

ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board ("Board") of the Mountain View Whisman School District ("District"), a public school district in the State of California, and Dr. Rebecca Westover ("Assistant Superintendent"), an employee and individual (collectively, "the Parties").

This Agreement contains the sole and entire understanding of the Parties with respect to the entire subject matter hereto, and no other agreement, oral or written shall be deemed to exist or to bind any of the Parties hereto.

1. **Term.** The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2028, unless extended or terminated earlier pursuant to the provisions of this Agreement.

Should the Assistant Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board may extend the term of the Agreement for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years. An amendment for the extension of the term of this Agreement shall be approved at a regular Board meeting.

2. **Duties and Responsibilities.**

The Assistant Superintendent shall be a senior classified management employee pursuant to Education Code section 45108.5 and shall be responsible for the business and fiscal operations of the District. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education. She shall be supervised by the Superintendent and shall comply with the Superintendent's directives. She shall have such additional powers and duties which are delegated to her by the Superintendent. She shall report directly to the Superintendent and may function as such in the Superintendent's absence.

3. **Superintendent-Assistant Superintendent Relations.** The Assistant Superintendent agrees to work together with the Superintendent and other District leadership employees in a spirit of cooperation and teamwork to further the District's mission. The Assistant Superintendent agrees to perform her duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position.

4. **Work Days and Vacation.** The Assistant Superintendent shall be required to provide two hundred twenty-four (224) workdays of full and regular service to the District during each year covered by this Agreement, exclusive of holidays as defined in this Agreement. Days in excess of 224 and holidays are considered non-workdays. The Assistant Superintendent shall not be entitled to vacation pay for non-workdays. The Parties recognize the Assistant Superintendent is not entitled to overtime pay or compensatory time off.

Approval of non-workdays entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Superintendent in advance of the first day of absence. The Assistant Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as sick leave or other leave.

Each year the Assistant Superintendent may elect to work up to five (5) additional days of service, in excess of the 224, for which she shall be compensated at her per diem rate with all necessary contributions deducted. Work performed in excess of 229 days of service will not be compensated, except with the approval of the Superintendent.

5. **Obligations of District.** District shall provide Assistant Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

5.1 Salary. During the term of this Agreement, the District shall pay Assistant Superintendent an annual salary of \$300,849.48, to be paid in monthly installments, less all applicable deductions and withholdings required by law or authorized by the Assistant Superintendent. The annual salary shall be prorated for less than a full year of employment.

Any increase in salary shall be evaluated in light of such factors as the annual evaluation of the Assistant Superintendent's performance, District finances, the state economy, the Consumer Price Index ("CPI"), bargaining unit settlements, and any increase afforded to certificated management employees, and shall be subject to the Superintendent's recommendation and the approval by the Board in open session. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment, shall become a part of this Agreement upon Board approval, and shall not operate as a termination or extension of this Agreement.

5.2 Health Benefits. The Assistant Superintendent shall receive any health and welfare plan as offered to District certificated management employees and their dependents.

5.3 Sick Leave. The Assistant Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for her current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Superintendent shall be authorized to require from time to time verification of the need to utilize sick leave with pay, as deemed appropriate in accordance with applicable law and Board policies and regulations.

5.4 Reimbursement for Expenses. The Assistant Superintendent shall be eligible for the following reimbursements:

All actual and necessary expenses incurred in the performance of her duties, including membership dues in the Association of California School Administrators, one other of her choosing, and one community service club. The District shall pay membership dues directly to the organizations.

For reimbursement, the Assistant Superintendent shall submit an expense claim to the Superintendent or designee in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the District's authorization of reimbursement.

6. **Evaluation of Assistant Superintendent.** The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of the Agreement. Assistant Superintendent will submit to the Superintendent an

annual self-evaluation and reflection prior to the end of the school year. The annual evaluation will be in writing and normally completed by June 30 of each year. A copy will be placed in the Assistant Superintendent's personnel file.

In addition to the annual evaluation, the Superintendent and the Assistant Superintendent shall meet from time to time to discuss the Assistant Superintendent's performance.

The annual evaluation and assessment, and additional evaluations, shall be reasonably related to the position description of the Assistant Superintendent, the duties outlined in this Agreement, Board Policies and Administrative Regulations, and the goals and objectives of the District for the year of the evaluation.

Lack of an evaluation shall not preclude the Assistant Superintendent from consideration for any salary increase or have any effect on any other paragraph of this Agreement, unless otherwise specified.

7. **Professional Development.** The Assistant Superintendent may attend appropriate professional development at the local and state level. Prior Superintendent approval (for attendance and estimated costs and expenses) shall be obtained when the Assistant Superintendent wishes to attend out-of-state functions and all District travel policies shall be followed. Reasonable expenses so incurred shall be reimbursed to the Assistant Superintendent in accordance with applicable District policies.

8. **Termination.** This Agreement may be terminated prior to its expiration date for any of the following reasons:

8.1 Resignation. The Assistant Superintendent may resign and terminate this Agreement provided she has given the Superintendent written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed to by the Superintendent.

8.2 Mutual Consent. The Board and the Assistant Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual termination including a cash settlement shall be subject to the provisions of Government Code section 53260, which restricts any cash settlement to no more than the lesser of the then monthly salary times twelve (12) months or the remaining term of the Agreement.

8.3 Termination by Board – For Cause. This Agreement and the services of the Assistant Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Assistant Superintendent has neglected to adequately perform her duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall thereafter be entitled to a conference with the Board and Superintendent at which time the Assistant Superintendent shall be given an opportunity to respond to the grounds for termination. The Assistant Superintendent may be represented by counsel at the conference with the Board and Superintendent at her own expense. Any decision to terminate for cause shall be effective upon the date determined by the Board and such decision by the Board is final.

8.4 Termination by Board – No Cause. The Superintendent and Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay the Assistant Superintendent her monthly salary in effect during the last month of service for a period of six (6) months or the remainder of the term of this Agreement, whichever is less. Payments to the Assistant Superintendent shall be made on a monthly basis unless the Board agrees otherwise.

For purposes of this Agreement, the term “salary” shall include only the Assistant Superintendent’s regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The Parties agree that any damages to the Assistant Superintendent that may result from the Board’s early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Assistant Superintendent, fully compensate the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District’s completion of its obligations under this provision constitutes the Assistant Superintendent’s sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

8.5 Non-renewal of Agreement. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement upon its expiration pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with not less than 45 days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for one additional year under the same terms and conditions as set forth in this Agreement. Not less than 90 days nor more than 120 days prior to the expiration of this Agreement, the Assistant Superintendent shall notify the Superintendent and Board President, in writing, as to the expiration date.

8.6 Death or Disability. Death of the Assistant Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Assistant Superintendent up to the time of death, if any, shall be paid to the Assistant Superintendent’s estate unless otherwise declared in writing by the Assistant Superintendent or directed by the executor of her estate.

If, as a result of a physical or mental disability, the Assistant Superintendent is unable to perform the essential functions of her position, with or without

reasonable accommodation, this Agreement may, at the Board's election, be terminated in accordance with applicable law.

9. **Abuse of Office.** Pursuant to Government Code section 53243.2, any funds received by the Assistant Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Assistant Superintendent without cause, shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving the abuse of her powers of office. If the District funds the criminal defense of the Assistant Superintendent against charges involving the abuse of her office or position, and the Assistant Superintendent is then convicted of those charges, the Assistant Superintendent shall fully reimburse the District for all District funds paid for the Assistant Superintendent's criminal defense.
10. **Advance Notice of Finalist.** Should the Assistant Superintendent be selected as a finalist for other employment, the Assistant Superintendent shall notify the Superintendent within seven (7) days.
11. **Indemnity.** In accordance with the provisions of Government Code sections 825 and 995, and subject to section 9 of this Agreement, the District shall defend the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in Assistant Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Assistant Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against her related to her role as the Assistant Superintendent.
12. **Governing Law.** This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.
13. **Savings Clause.** If, during the time the Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.
14. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
15. **Complete Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements – written or otherwise. Neither of the Parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.
16. **Construction of Agreement.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The headings of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

17. **Independent Representation.** The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
18. **Modification.** No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by the Parties.
19. **Attorneys' Fees.** In any action or proceeding to enforce/construe any provision(s) of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees/costs.
20. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 12th day of June 2025.

Dated: June 12, 2025

GOVERNING BOARD OF THE MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT

By: _____
William Lambert, Board President

By: _____
Jeffrey Baier, Superintendent

Dated: June 12, 2025

ASSISTANT SUPERINTENDENT

By: _____
Dr. Rebecca Westover, Asst. Superintendent

This Agreement was approved in open session at a regular public meeting of the Governing Board of the Mountain View Whisman School District, Mountain View, CA, on June 12, 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Employment Agreement for Cathy Baur, Associate Superintendent

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

Attached is a revised contract for the Associate Superintendent. The contract has been redrafted to enhance board oversight and accountability. A key change removes the automatic salary increases that were included in the previous contract. Under the revised agreement, all future salary adjustments will require explicit approval by the board as recommended by the superintendent and be based on satisfactory performance evaluations. Importantly, the associate superintendent initiated and supports these changes, reflecting commitment to transparency and collaborative governance.

Fiscal Implication:

The district shall pay the Associate Superintendent an annual salary of \$321,659.74, payable in monthly installments.

Recommended Action:

It is recommended that the Board of Trustees approve the Employment Agreement with Cathy Baur, Associate Superintendent, Chief Academic Officer of the Mountain View Whisman School District, as presented.

ATTACHMENTS:

| Description | Type | Upload Date |
|------------------------------------|-----------------|-------------|
| Employment Agreement C. Baur 25-28 | Backup Material | 6/5/2025 |

ASSOCIATE SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board ("Board") of the Mountain View Whisman School District ("District"), a public school district in the State of California, and Cathy Baur ("Associate Superintendent"), an employee and individual (collectively, "the Parties").

This Agreement contains the sole and entire understanding of the Parties with respect to the entire subject matter hereto, and no other agreement, oral or written shall be deemed to exist or to bind any of the Parties hereto.

1. **Term.** The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2028, unless extended or terminated earlier pursuant to the provisions of this Agreement.

Should the Associate Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board may extend the term of the Agreement for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years. An amendment for the extension of the term of this Agreement shall be approved at a regular Board meeting.

2. **Duties and Responsibilities.**

The Associate Superintendent shall serve as the Chief Academic Officer of the District and shall be responsible for the instructional and educational services provided by the District. The Associate Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education. She shall be supervised by the Superintendent and shall comply with the Superintendent's directives. She shall have such additional powers and duties which are delegated to her by the Superintendent. She shall report directly to the Superintendent and may function as such in the Superintendent's absence.

3. **Superintendent-Associate Superintendent Relations.** The Associate Superintendent agrees to work together with the Superintendent and other District leadership employees in a spirit of cooperation and teamwork to further the District's mission. The Associate Superintendent agrees to perform her duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position.

4. **Work Days and Vacation.** The Associate Superintendent shall be required to provide two hundred twenty-four (224) workdays of full and regular service to the District during each year covered by this Agreement, exclusive of holidays as defined in this Agreement. Days in excess of 224 and holidays are considered non-workdays. The Associate Superintendent shall not be entitled to vacation pay for non-workdays. The Parties recognize the Associate Superintendent is not entitled to overtime pay or compensatory time off.

Approval of non-workdays entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Superintendent in advance of the first day of absence. The Associate Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as sick leave or other leave.

Each year the Associate Superintendent may elect to work up to five (5) additional days of service, in excess of the 224, for which she shall be compensated at her per diem rate with all necessary contributions deducted. Work performed in excess of 229 days of service will not be compensated, except with the approval of the Superintendent.

5. **Obligations of District.** District shall provide Associate Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

5.1 Salary. During the term of this Agreement, the District shall pay Associate Superintendent an annual salary of \$321,659.74, to be paid in monthly installments, less all applicable deductions and withholdings required by law or authorized by the Associate Superintendent. The annual salary shall be prorated for less than a full year of employment.

Any increase in salary shall be evaluated in light of such factors as the annual evaluation of the Associate Superintendent's performance, District finances, the state economy, the Consumer Price Index ("CPI"), bargaining unit settlements, and any increase afforded to certificated management employees, and shall be subject to the Superintendent's recommendation and the approval by the Board in open session. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment, shall become a part of this Agreement upon Board approval, and shall not operate as a termination or extension of this Agreement.

5.2 Health Benefits. The Associate Superintendent shall receive any health and welfare plan as offered to District certificated management employees and their dependents.

5.3 Sick Leave. The Associate Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for her current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Superintendent shall be authorized to require from time to time verification of the need to utilize sick leave with pay, as deemed appropriate in accordance with applicable law and Board policies and regulations.

5.4 Reimbursement for Expenses. The Associate Superintendent shall be eligible for the following reimbursements:

All actual and necessary expenses incurred in the performance of her duties, including membership dues in the Association of California School Administrators, one other of her choosing, and one community service club. The District shall pay membership dues directly to the organizations.

For reimbursement, the Associate Superintendent shall submit an expense claim to the Superintendent or designee in writing for the Associate Superintendent's reimbursable expenses for the prior month. The Associate Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the District's authorization of reimbursement.

6. **Evaluation of Associate Superintendent.** The Superintendent shall evaluate and assess in writing the performance of the Associate Superintendent at least once a year during the term of the Agreement. Associate Superintendent will submit to the Superintendent an

annual self-evaluation and reflection prior to the end of the school year. The annual evaluation will be in writing and normally completed by June 30 of each year. A copy will be placed in the Associate Superintendent's personnel file.

In addition to the annual evaluation, the Superintendent and the Associate Superintendent shall meet from time to time to discuss the Associate Superintendent's performance.

The annual evaluation and assessment, and additional evaluations, shall be reasonably related to the position description of the Associate Superintendent, the duties outlined in this Agreement, Board Policies and Administrative Regulations, and the goals and objectives of the District for the year of the evaluation.

Lack of an evaluation shall not preclude the Associate Superintendent from consideration for any salary increase or have any effect on any other paragraph of this Agreement, unless otherwise specified.

7. **Professional Development.** The Associate Superintendent may attend appropriate professional development at the local and state level. Prior Superintendent approval (for attendance and estimated costs and expenses) shall be obtained when the Associate Superintendent wishes to attend out-of-state functions and all District travel policies shall be followed. Reasonable expenses so incurred shall be reimbursed to the Associate Superintendent in accordance with applicable District policies.

8. **Termination.** This Agreement may be terminated prior to its expiration date for any of the following reasons:

8.1 Resignation. The Associate Superintendent may resign and terminate this Agreement provided she has given the Superintendent written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed to by the Superintendent.

8.2 Mutual Consent. The Board and the Associate Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual termination including a cash settlement shall be subject to the provisions of Government Code section 53260, which restricts any cash settlement to no more than the lesser of the then monthly salary times twelve (12) months or the remaining term of the Agreement.

8.3 Termination by Board – For Cause. This Agreement and the services of the Associate Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Associate Superintendent has neglected to adequately perform her duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Associate Superintendent. The Associate Superintendent shall thereafter be entitled to a conference with the Board and Superintendent at which time the Associate Superintendent shall be given an opportunity to respond to the grounds for termination. The Associate Superintendent may be represented by counsel at the conference with the Board and Superintendent at her own expense. Any decision to terminate for cause shall be effective upon the date determined by the Board and such decision by the Board is final.

8.4 Termination by Board – No Cause. The Superintendent and Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay the Associate Superintendent her monthly salary in effect during the last month of service for a period of six (6) months or the remainder of the term of this Agreement, whichever is less. Payments to the Associate Superintendent shall be made on a monthly basis unless the Board agrees otherwise.

For purposes of this Agreement, the term “salary” shall include only the Associate Superintendent’s regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The Parties agree that any damages to the Associate Superintendent that may result from the Board’s early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Associate Superintendent, fully compensate the Associate Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District’s completion of its obligations under this provision constitutes the Associate Superintendent’s sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

8.5 Non-renewal of Agreement. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement upon its expiration pursuant to Education Code section 35031. In such event, the Board shall provide the Associate Superintendent with not less than 45 days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Associate Superintendent is deemed reemployed for one additional year under the same terms and conditions as set forth in this Agreement. Not less than 90 days nor more than 120 days prior to the expiration of this Agreement, the Associate Superintendent shall notify the Superintendent and Board President, in writing, as to the expiration date.

8.6 Death or Disability. Death of the Associate Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Associate Superintendent up to the time of death, if any, shall be paid to the Associate Superintendent’s estate unless otherwise declared in writing by the Associate Superintendent or directed by the executor of her estate.

If, as a result of a physical or mental disability, the Associate Superintendent is

unable to perform the essential functions of her position, with or without reasonable accommodation, this Agreement may, at the Board's election, be terminated in accordance with applicable law.

9. **Abuse of Office.** Pursuant to Government Code section 53243.2, any funds received by the Associate Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Associate Superintendent without cause, shall be fully reimbursed to the District if the Associate Superintendent is convicted of a crime involving the abuse of her powers of office. If the District funds the criminal defense of the Associate Superintendent against charges involving the abuse of her office or position, and the Associate Superintendent is then convicted of those charges, the Associate Superintendent shall fully reimburse the District for all District funds paid for the Associate Superintendent's criminal defense.
10. **Advance Notice of Finalist.** Should the Associate Superintendent be selected as a finalist for other employment, the Associate Superintendent shall notify the Superintendent within seven (7) days.
11. **Indemnity.** In accordance with the provisions of Government Code sections 825 and 995, and subject to section 9 of this Agreement, the District shall defend the Associate Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Associate Superintendent in Associate Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Associate Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Associate Superintendent will continue to be indemnified for any actions taken against her related to her role as the Associate Superintendent.
12. **Governing Law.** This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.
13. **Savings Clause.** If, during the time the Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.
14. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
15. **Complete Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements – written or otherwise. Neither of the Parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.
16. **Construction of Agreement.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The headings of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

17. **Independent Representation.** The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
18. **Modification.** No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by the Parties.
19. **Attorneys' Fees.** In any action or proceeding to enforce/construe any provision(s) of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees/costs.
20. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 12th day of June 2025.

Dated: June 12, 2025

GOVERNING BOARD OF THE MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT

By: _____
William Lambert, Board President

By: _____
Jeffrey Baier, Superintendent

Dated: June 12, 2025

ASSOCIATE SUPERINTENDENT

By: _____
Cathy Baur, Associate Superintendent

This Agreement was approved in open session at a regular public meeting of the Governing Board of the Mountain View Whisman School District, Mountain View, CA, on June 12, 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

August 21, 2026

September 4, 2025

September 18, 2025

Fiscal Implication:

Recommended Action: