



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

1400 Montecito Avenue  
July 10, 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>

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

Live streaming available at  
**[youtube.com/mvwsd](https://youtube.com/mvwsd)**

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](http://www.mvwsd.org))

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

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

**I. CALL TO ORDER (5:00 p.m.)**

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

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

**III. CLOSED SESSION**

- A. Real Property Negotiators
  - 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, Jeffrey Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson  
Negotiating Parties: Mountain View Owner, LLC

Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

**IV. RECONVENE OPEN SESSION 5:30 p.m.**

A. Closed Session Report

**V. CONSENT AGENDA**

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

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the May 29, 2025 Regular Board Meeting
2. Minutes for the June 12, 2025 Regular Board Meeting
3. Minutes for the July 1, 2025 Special Board Meeting

**VI. REVIEW AND ACTION**

- A. (Action) Approval and Adoption of Resolution No. 02-071025 Approving the Exercise of the Option to Purchase Real Property and the Acquisition of the Real Property Commonly Referred to as 699 N. Shoreline Blvd., Mountain View CA 94043 with Assessor Parcel Number 153-24-027
- B. (Action) Resolution # 01-071025 of the Board of Trustees of the Mountain View Whisman School District, "RESOLUTION OF INTENT OF THE BOARD OF TRUSTEES OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX EXEMPT OBLIGATIONS"

**VII. FUTURE BOARD MEETING DATES**

- A. Future Board Meeting Dates  
August 10, 2025 Board Retreat  
August 21, 2026  
September 4, 2025  
September 18, 2025

**VIII. ADJOURNMENT**

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**NOTICES FOR AUDIENCE MEMBERS**

1. **RECORDING OF MEETINGS:**  
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2. **CELL PHONES:**  
As a courtesy to others, please turn off your cell phone upon entering.
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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:**

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

5. **DOCUMENT AVAILABILITY:**

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 7/10/2025**

**Agenda Category:** Remote Meeting Notice

**Agenda Item Title:** Remote Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

The meeting will be streamed on YouTube only.  
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**[youtube.com/mvwsd](https://youtube.com/mvwsd)**

**Fiscal Implication:**

**Recommended Action:**

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** Real Property Negotiators

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

**Estimated Time:**

**Person Responsible:**

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**Background:**

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**Fiscal Implication:**

**Recommended Action:**

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** Personnel Report

**Agenda Item Title:** Personnel Report to the Board of Trustees

**Estimated Time:**

**Person Responsible:** Jeffrey Baier, Superintendent

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Personnel Report to the Board of Trustees_7.10.25	Backup Material	7/8/2025

**Mountain View Whisman School District**  
**Personnel Report 2025-2026**

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	To	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Naomi	Ansaldo	Assistant Principal - Middle School	MGMT	Graham	1.0	new hire					7/1/2025	7/10/2025
Erin	Green Bhola	Director of Human Resources	MGMT	District Office	0.9	new hire					7/16/2025	7/10/2025
Tara	Vikjord Watan	Director of Early Learning and After School Programming	MGMT	District Office	1.0	change of assignment	from Chief Human Relations Officer to Director of Early Learning and After School Programming				7/16/2025	7/10/2025
Eileen	Conway	Human Resources Technician-Confidential		District Office	1.0	new hire					7/21/2025	7/10/2025

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** Minutes

**Agenda Item Title:** Minutes for the May 29, 2025 Regular Board Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Minutes for the May 29, 2025 Regular Board Meeting	Backup Material	7/7/2025





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

1400 Montecito Avenue  
May 29, 2025

Meeting ID: 836 2475 5231  
Passcode: 807453  
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: [youtube.com/mvwsd](https://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](mailto:publiccomments@mvwsd.org). In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

(Live streaming available at [www.mvwsd.org](http://www.mvwsd.org))

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

**I. CALL TO ORDER (4:30 p.m.)**

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

**A. Pledge**

Trustee President Lambert led the Pledge of Allegiance.

**B. Roll Call**

Present: Conley, DiFazio, Henry, Lambert, Reed

Absent: None

**C. Approval of Agenda**

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

Ayes: Conley, DiFazio, Henry, Lambert, Reed

## **II. SPECIAL RECOGNITION**

### **A. Teacher of the Year Recognition**

Elizabeth Parry from Landels Elementary was named Teacher of the Year. Ms. Parry has taught here for 20 years. She works hard to build and maintain a learning environment that focuses on what is best for student learning.

### **B. Classified Employee of the Year Recognition**

Arturo Noriega, At Risk Intervention Supervisor at Graham Middle, was named Classified Employee of the Year. Mr. Noriega has served at both Crittenden and Graham for a combined 15 years, establishing meaningful, lasting connections with families and the community.

### **C. Board of Trustees Honors Employees' Years of Service**

Staff members' years of service and retirees were recognized for their dedication and commitment to MVWSD students and families.

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

A motion was made by Devon Conley and seconded by Charles DiFazio to approve Resolution No. 02-052925, Resolution of Recognition of Retiring Employees.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Board of Trustees approved Resolution No. 02-052925, recognizing and honoring the ten retiring employees who contributed to the education of students of the Mountain View Whisman School District.

### **E. Employee Recognition for the Turtle Award**

The Trustees recognized the 10 admirable employees of the Turtle Award who demonstrated exceptional collaboration and teamwork with their colleagues and/or students.

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

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

## **IV. CLOSED SESSION 5:15 p.m.**

The meeting was adjourned to Closed Session at 5:18 p.m.

### **A. Existing Litigation**

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

JOHN ROE 1, JOHN ROE 2, JOHN ROE 3, JOHN ROE 4, and JOHN ROE 5 v. MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, STEVEN

MYERS, TRAVELING SCHOOL INCORPORATED, SANTA CRUZ CITY  
SCHOOLS, and TRAVELING SCHOOL INTERNATIONAL, Case No.:  
22CV02834

B. Real Property Negotiations

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

Property: 777 West Middlefield Rd., Mountain View, California

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Negotiating Parties: Mountain View Owner, LLC

Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

C. Personnel Items

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

D. Public Employee Discipline/Dismissal/Release

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

**V. RECONVENE OPEN SESSION**

The meeting was reconvened to Open Session at 6:21 p.m.

B. Closed Session Report

**IV. A. Existing Litigation:**

Trustee President Lambert reported that action was taken in closed session to approve a settlement agreement in the case entitled Roes v. Mountain View Whisman School District, Steven Myers Santa Cruz Superior Court Case No. 22CV02834

The District has agreed to settle two sexual molestation claims brought by two former students that attended a District school 50 years ago. The settlement agreement recognizes the matter is disputed but provides the District will pay \$800,000 to each for a total of \$1,600,000. This sum includes all costs and any attorney fees. This payment settles this matter and waives any and all claims the plaintiffs have or may have had related to this lawsuit.

**VI. CONSENT AGENDA**

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

A motion was made by William Lambert and seconded by Lisa Henry to approve the Consent Agenda with the removal of contract #5, Care Solace Inc..

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Staff requested that the contract for Care Solace be pulled.

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

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

C. Contracts

1. (Action) Ratification of Contracts

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

- Mr. Gurunathan

D. DRA2 Discard

E. Update on Proposition 28 and Annual Financial Report

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

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

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

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

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

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

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

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

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

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

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

## **VII. COMMUNICATIONS**

### **A. Employee Organizations**

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

### **B. District Committees**

Trustee DiFazio gave an update on the Board Policy Committee meeting on May 14, 2025. They reviewed and discussed three Board Policies (BP) and four Board Bylaws (BB). Two board policies were moved forward for approval: BP 5030, Student Wellness, and BP 5141.5, Mental Health. Feedback on BP 6158, Independent Study, was provided and will be brought back to the committee for final recommendation. BB 9100 Organization and BB 9122 Agenda Meeting Materials (election of office and future agenda items), the committee recommends no change to the bylaws. Two BB require updates. BB 9120, Officers of the Board of Trustees, is outdated and needs to be broken down into individual bylaws for each officer. Additionally, 9323.2 E1 Action Requiring a Majority of a Vote requires further work.

Trustee Conley attended the Housing Oversight Committee meeting, the transition to the 501(3)(c). Updates were provided: tenants' mail can now be received, and the laundry facilities are expected to be operational soon. The District Advisory Committee held its last meeting of the year, where the LCAP was reviewed, and the DELAC meeting included presentations from principals and an LCAP discussion.

Trustee Lambert attended the Budget Advisory Committee meeting.

### **C. Superintendent**

Superintendent Baier mentioned the 2025-26 budget adoption, which includes increased expenditures and reduced revenue. The budget reflects increases in personnel, not a decrease in the SCEF or ARIS position at Castro.

Regarding the settlement with two former students who alleged sexual abuse by a former staff member during their time as students 50 years ago, Superintendent Baier acknowledged the courage of individuals who have come forward to share their experiences, and MVWSD's commitment to student safety and well-being remains its priority.

MVWSD was in the Santa Clara County Superior Court regarding a complaint from a former employee who argued that she was wrongly terminated. After the complainant presented her evidence, MVWSD's attorney filed a motion to dismiss, and the motion was immediately granted.

Free summer meals are available at Rengstorff Park from June 9 to July 31, 2025, from 11:30 AM to 1:00 PM.

## **VIII. COMMUNITY COMMENTS**

No member of the community wished to address the Board of Trustees.

## **IX. ACTION AND DISCUSSION**

### **A. (Action) Health and Wellness Mental Health Continuum**

A motion was made by Devon Conley and seconded by Lisa Henry to adopt CharacterStrong Curriculum, Panorama, and Project Cornerstone as part of the District's comprehensive SEL programming, as presented..

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Trustees approved the staff's recommendation for the SEL curriculum, data management tool, and community partnership agreement: CharacterStrong as the district SEL Curriculum, Panorama as the SEL data management tool, and continued partnership with Project Cornerstone.

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

- Ling Wang

### **B. (Discussion) Mathematics Programming and Adoption Update**

Staff presented an update on the work done this year to begin to address the District's mathematics program and adopt new materials. They reviewed math data and pathway demographics, as well as math instructional time across sites, and collected stakeholder input from parents, teachers, and students. Full implementation could occur in August 2027.

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

- Ling Wang
- Nhung Liu

### **C. (Discussion) Middle School World Languages**

The staff provided an update to the Board of Trustees on the expansion of middle school World Language elective offerings following the selection of elective choices by rising 6th-, 7th-, and 8th-graders for the 2025-26 school year.

Trustee Conley was curious about the survey process, specifically whether elective choices were communicated as being offered or merely to gauge interest among families and students, and would be interested in making a world language a requirement in middle school.

Trustee Reed inquired about the content covered in Spanish III, for which credit is not awarded in high school. She would like to see data on how effective it is compared to other middle schools that only offer Spanish 1 and 2.

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

- Ling Wang
- Nhung Liu

- Mr. Gurunathan

D. (Discussion) LCAP Federal Addendum

The LCAP Federal Addendum outlines how the District plans to utilize Title funds from the Federal government, with a focus on professional development for teachers, administrators, and staff. Targeted support to designated Title I schools, increased and responsive parent engagement opportunities, and enhancement of daily instruction and direct services to student populations most at risk.

E. (Discussion) California Dashboard Local Indicators

Chief Academic Officer Baur presented the District's local indicator data. The Dashboard displays overall performance and student group performance on multiple measures, including state and local indicators.

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.

As an overall comment, Trustee Reed would like to see the data associated with the percentages.

F. (Discussion) Public Hearing - Local Control Accountability Plan (LCAP)

The Open Session was closed, and the Public Hearing was opened.

The Public Hearing was closed at 9:00 p.m., and the Open Session was opened at 9:00 p.m.

Trustee Conley was curious about whether it would be possible to reintegrate Castro community engagement.

Trustee Reed mentioned the Bubb School newsletter as an audio newsletter for the community to listen to, which is effective and helpful.

Trustees unanimously agreed not to make changes to the staff at Castro.

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

- Amy Bucher
- Nhung Liu
- Mr. Gurunathan

G. (Discussion) Public Hearing: 2025-2026 Budget Adoption

A motion was made by William Lambert and seconded by Devon Conley to extend the meeting to midnight.

Ayes: Conley, DiFazio, Henry, Lambert

Nays: Reed

Open Session was closed at 9:00 p.m., and the Public Hearing was opened at 9:00 p.m.

The Public Hearing was closed at 9:45 p.m., and the Open Session was opened at 9:45 p.m.

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. They anticipate additional budget adjustments to occur as the State goes through its budget adoption process. Staff will continue to closely monitor potential budget impacts.

Trustee Conley noted for the public that the trustees had the opportunity to review the budget in detail with the Superintendent and the Chief Business Officer.

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

- Ling Wang
- MVWSD Parent

#### H. (Discussion) Public Hearing: Budget Overview for Parents

Open Session was closed at 9:45 p.m., and the Public Hearing was opened at 9:45 p.m. The Public Hearing was closed at 9:49 p.m., and the Open Session was opened at 9:49 p.m.

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.

#### I. (Discussion) Public Hearing: Resolution No. 03-052925, Education Protection Account (EPA) Requirements

Open Session was closed at 9:49 p.m., and the Public Hearing was opened at 9:49 p.m. The Public Hearing was closed at 9:50 p.m., and the Open Session was opened at 9:50 p.m.

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 from the EPA are spent. The Board shall make the spending determinations concerning funds received from the EPA in an open session of a public meeting of the Governing Board of the Mountain View Whisman School District.

#### J. (Action) Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day

A motion was made by Lisa Henry and seconded by Charles DiFazio to adopt Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The resolution designates the first Friday of June as National Gun Violence Awareness



Day. This date, also known as "Wear Orange Day," is a national day of action to raise awareness about gun violence and work toward its prevention. Orange is a color that symbolizes the value of human life.

K. (Action) Outdoor Learning Schematic Design Approval

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

Ayes: Conley, DiFazio, Henry, Reed

Nays: Lambert

This project has evolved over multiple years and has involved broad and ongoing community engagement. The process remains rooted in collaboration, and continued refinement of the designs reflects the District's commitment to ensuring that final site plans align with the evolving needs and priorities of students, families, and staff.

Trustee Lambert felt all the plans for the site were great and would maximize the use of the area

However, not the Stevenson plan.

Trustee DiFazio commented on the importance of the City being onboard and, under limited circumstances, they have no power of approval over construction done, other than notifying them in writing.

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

- Nhung Liu
- Mr. Gurunathan

L. (Action) Bylaws for MVW Residences Corporation

A motion was made by Devon Conley and seconded by Charles DiFazio to approve the Bylaws of MVW Residences Corporation as revised and presented, with the added amendment of an annual presentation.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Peter Ingram, District Housing Consultant, highlighted the lengthy list of steps that include documents included in their draft form, which are submitted to the state and federal governments.

At the June 12, 2025, Regular Board meeting, the process for selecting and appointing the MVW Residence Corporation Board of Directors and mapping out a timeline will be discussed.

Regarding the President's Responsibilities to update the Board, Trustee Lambert asked if periodic updates to the Board of Trustees could be provided, possibly in the form of one presentation per year. It was agreed that an annual presentation including a financial report would be beneficial. The bylaws would be amended to reflect the addition.

M. (Action) California School Board Association Service Agreements

A motion was made by Charles DiFazio and seconded by Lisa Henry to approve the

California School Board Association GAMUT Service Agreement, as presented.

Ayes: DiFazio, Henry, Lambert, Reed

Abstain: Conley

Trustee Conley recused herself from this item.

Mountain View Whisman School District is undertaking a vital transition to modernize how Board meetings and policies are managed. With the current meeting platform (Novus) being phased out, policy updates are still being tracked manually. Gamut emerged as the most aligned with district needs due to its integration with the CSBA-supported Policy Plus module and the organization's strong policy development tools.

Trustee Henry remembered a public comment requesting a more "searchable" platform and agreed that the platform was "searchable."

Trustee DiFazio, as part of the Board Policy Committee, is deeply involved in policies, and looks forward to the transition not only on the policy side but also on the agenda and meeting setting side

#### N. (Discussion) First Reading of Board Policies

The Board Policy Committee reviewed the policies at its meeting on May 14, 2025, and presented them for First Reading and trustee review.

- BP 5030 Student Wellness
- BP 5141.5 Mental Health (new to MVWSD)

Trustee DiFazio thanked the Health and Wellness Committee and Director Jinbo for their work on updating the policy.

Trustee Lambert appreciated the pace at which policies are being made.

The policies will be brought back on the June 12, 2025, Regular Board meeting under Consent for Second Reading.

#### O. (Action) Education Enhancement Reserve - Shoreline

A motion was made by Devon Conley and seconded by Ana Reed to the Education Enhancement Reserve Joint Powers Agreement, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The 2025 Education Enhancement Reserve Joint Powers Agreement (EER JPA) is a long-term partnership between the Shoreline Regional Park Community and the Mountain View Whisman and Mountain View Los Altos Union High School Districts. Its purpose is to provide sustainable funding that supports the educational and technological capacity of students who reside in and serve the workforce needs of the Shoreline area.

The updated agreement remains in effect through June 30, 2035, with provisions for potential extension and guarantees funding for the next ten years.

## **X. BOARD UPDATES**

Trustee Lambert mentioned that Saturday is the Bubb tree planting, and he would not be able to attend. He is the Secretary of the League of Women Voters, and they will have their annual meeting on the same day. Trustee DiFazio and Superintendent Baier will be present.

## **XI. ITEMS FOR FUTURE AGENDAS**

Trustee Lambert mentioned in the Closed Session that Trustees will be having a Superintendent Evaluation, and Superintendent Baier will review goals for next year.

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

## **XII. FUTURE BOARD MEETING DATES**

Trustee DiFazio suggested a Special Meeting or Town Hall during the Back To School Celebration.

Trustee Conley mentioned scheduling the Board Retreat.

### **A. Future Board Meeting Dates**

June 12, 2025

### **B. MVWSD 2024-25 Governance Calendar**

2024-2025 Governance Calendar

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

## **XIII. ADJOURNMENT**

The meeting was adjourned at 11:02 p.m.

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### **NOTICES FOR AUDIENCE MEMBERS**

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5. **DOCUMENT AVAILABILITY:**

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

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** Minutes

**Agenda Item Title:** Minutes for the June 12, 2025 Regular Board Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Minutes for the June 12, 2025 Regular Board Meeting	Backup Material	7/7/2025



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

1400 Montecito Avenue  
June 12, 2025

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://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](mailto:publiccomments@mvwsd.org). In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

(Live streaming available at [www.mvwsd.org](http://www.mvwsd.org))

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

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

### **I. CALL TO ORDER (4:30 p.m.)**

The meeting was Called to Order at 4:30 p.m.

#### **A. Pledge**

Students of Edith Landels Elementary led the Pledge of Allegiance.

#### **B. Roll Call**

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

#### **C. Approval of Agenda**

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

Ayes: Conley, DiFazio, Lambert, Reed

Absent: Henry

## **II. Community Presentation**

### **A. Reusable Dishware Presentation**

Fifth graders from Edith Landels' Green Team gave the Trustees a presentation on reusable dishware.

Implementation would require construction due to limited space, power, and water, as well as personnel costs.

The Board was very excited and suggested that staff explore a pilot over the summer and then provide an update in the fall on whether a pilot is feasible at Landels School, with a feasible study potentially being part of a broader district conversation.

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

- Ben Schleifer

## **III. SCHOOL SHOWCASE by the Preschool Program**

Terri Kemper, Director of the preschool program, showcased the program's work and how early education lays the foundation for the skills necessary for academic success.

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

No member of the public wished to address the Board of Trustees 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

The meeting was reconvened to Open Session at 6:34 p.m.

B. Closed Session Report

Trustee Lambert reported that no reportable action was taken in Closed Session, and the following items were not discussed:

A. Real Property Negotiations

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

3. Properties: 325 Gladys Avenue, Mountain View, California 94043

B. Public Employee Discipline/Dismissal/Release

## VII. CONSENT AGENDA

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

A motion was made by Lisa Henry and seconded by Charles DiFazio to approve the Consent Agenda with pulling item E. Updated Contract Checklist and District Purchases Processes and Procedures for Services Equipment Materials and Supplies, and item G. Second Reading of Board Policies, specifically Board Policy 5030 Student Wellness, to combine with item C. Health and Wellness, which was already under Review and Action.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Trustee Henry pulled item G. Second Reading of Board Policies, specifically Board Policy 5030 Student Wellness, to combine with item C. Health and Wellness, which was already under Review and Action.

Trustee DiFazio pulled item E. Updated Contract Checklist and District Purchases



Processes and Procedures for Services Equipment Materials and Supplies for further discussion. He expressed that with the new school year starting, it would be nice to revisit what's working well, identify any restrictions that have been observed, and improve on them. Additionally, he suggested agenda-sizing the Checklist discussion for a meeting in September.

A motion was made by Trustee DiFazio and seconded by William Lambert to approve item E. Updated Contract Checklist and District Purchases Processes and Procedures for Services Equipment Materials and Supplies.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Noes: 0

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

- Steven Nelson
- Mohan Gurunathan

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Contracts

1. (Action) Ratification of Contracts

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

- Mohan Gurunathan
- MVWSD Parent

C. 2025-26 Consolidated Application for Funding

D. Approval of Job Descriptions for Maintenance and Operations

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

- Steven Nelson

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

Trustee Henry pulled item G. Second Reading of Board Policies, specifically Board Policy 5030 Student Wellness, to combine with item C. Health and Wellness, which was already under Review and Action.

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**

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

### **B. District Committees**

Trustee DiFazio updated the Trustees on the June 4, 2025, Board Policy Committee meeting. Five board policies and four bylaws were reviewed and discussed. The committee recommended three board bylaws: President, Secretary, and Clerk for approval, along with the removal of Officers of the Board of Trustees. Feedback was given to staff on employee safety and security. Policies on Bids and Contracts will be revisited. The next meeting was scheduled for August 20, 2025.

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

- Steven Nelson

### **C. Superintendent**

Superintendent Baier reaffirmed the rights and privacy of all students at MVWSD, regardless of immigration status. The well-being of every student and their family is a top priority, and he wanted to assure them that our schools are safe and welcoming places for everyone, regardless of their immigration status, background, or personal circumstances.

Staff Housing:

In November, the Board approved start-up money for the staff housing project. The amount of \$300,000 was a temporary loan from the district's funds to staff housing for start-up costs. The plan has been for this loan to be repaid to the general fund once rental income reaches a sustainable level. Currently, 47 units have been rented.

Superintendent Baier was present at the tree planting event at Bubb Elementary School with Canoy. With support from local nonprofit Canopy and the City of Mountain View, volunteers, staff, and families joined forces to plant 15 trees.

## **IX. COMMUNITY COMMENTS**

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

- Shawn Dormishian
- Quintin Riis
- Ian Kuan
- Kyle Miller

A formal notice of intent to circulate a recall petition to recall Trustee Conley from her position as a Trustee was given

## **X. REVIEW AND ACTION**

A. (Action) Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month

A motion was made by Devon Conley and seconded by Ana Reed to approve Resolution 01-061225 Supporting Recognizing LGBTQ+ Pride Month.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Trustee Conley mentioned that this was part of the Cultural Awareness and Heritage Calendar, which the Equity Committee had done, and was approved by the board.

B. (Discussion) i-Ready Diagnostic 3 Assessment Report

i-Ready is one of the district's benchmarking tools to measure progress in reading and math. Dr. Nguyen presented an overview of i-Ready Diagnostic 3 results.

Trustee Conley inquired about the possibility of increasing parent engagement by promoting understanding and utilization of the information to advocate for their children. She was interested in setting a district-wide goal around proficiency and moving towards it incrementally. A vision of the district's progress that incorporates both realistic and aspirational metrics.

Trustee DiFazio asked if there were any thoughts around reducing assessment fatigue for students. He also commented on the improvements from D1 to D3 and the investment in those improvements that have been made. He would like staff to come back with revised goals that are more individualized to the schools.

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

- Steven Nelson
- Nhung Liu
- Aytok Celik

C. (Action) Health and Wellness Triennial Report

A motion was made by Charles DiFazio and seconded by Devon Conley to approve the updated Board Policy 5030 Student Wellness, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Health and Wellness Committee, as required by BP 5030 and the Federal Final Rule, conducted a triennial policy review. Staff submitted the triennial review report, instead of an annual report, as well as the recommended policy edits for board approval.

Trustee DiFazio thanked Director Jinbo and the Health and Wellness Committee, who worked hard on the Triennial Report.

#### D. (Action) Workplace Violence Prevention Plan Update

A motion was made by Charles DiFazio and seconded by Ana Reed to approve the Workplace Violence Prevention Plan as presented with possible revisions.

Ayes: Conley, DiFazio, Lambert, Reed

Absent: Henry

Staff brought the Workplace Violence Prevention Plan for approval. Each year, the district is required to have an approved plan in place. During the 2024-2025 school year, there were no entries submitted to the Workplace Hazard Reporting Form or the Workplace Violence Incident Log.

The Safety Committee suggested changing the form name from Workplace Violence Reporting Form to Workplace Hazard Reporting and adding additional ways to access the plan and forms on the intranet under the Emergency Preparedness Page, which is available under the Human Resources page. A flyer with a QR Code to access the plan and forms will be posted in the school site workrooms.

Next steps included training. Trustee Conley asked if the Trustees could be part of the training.

Trustee DiFazio had a minor change regarding correcting hazards, he felt a stronger commitment frame rather than "in a timely manner."

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

- Steven Nelson

#### E. (Discussion) Substitute Update

Finding qualified substitutes remains a significant challenge across the state. Moving into 2025-26, the district will continue to prioritize fully credentialed substitutes for long-term assignments and determine interest in additional permit options, such as the Teaching Permit for Statutory Leave (TPSL) and Career Substitute Permit, to ensure coverage. The district will continue to work with the sites to support substitute placement and coverage.

Trustee Reed appreciated the improvement of utilizing the additional permits required for

substitutes.

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

- Nhung Liu

F. (Action) Special Education Staffing Update

A motion was made by Ana Reed and seconded by Lisa Henry to approve the Ro Health contract for Special Education staffing as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Staff provided an update on Special Education staffing for 2025-26, which included both district-hired staff and contracted staff. Included in the item was 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.

G. (Action) LCAP Federal Addendum

A motion was made by Devon Conley and seconded by William Lambert to approve the LCAP Federal Addendum as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

As presented at the May 29 board meeting, the LCAP Federal Addendum outlines how MVWSD will utilize federal funds in the next school year. Approximately \$ 600,000 in Title I, II, III, and IV funding staff requested that the Board approve the LCAP Federal Addendum.

H. (Action) California Dashboard Local Indicators

A motion was made by Devon Conley and seconded by William Lambert to approve the MVWSD California Dashboard Local Indicators as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Dashboard displays overall performance and student group performance on multiple measures called state and local indicators. Staff presented the District's local indicator data, which will be included on the California Dashboard for approval. The data was given to the Trustees at the May 29, 2025, meeting of the Board of Trustees.

I. (Action) Local Control Accountability Plan

A motion was made by Devon Conley and seconded by William Lambert to approve the Local Control Accountability Plan as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Staff presented 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, Board meeting.

Based on Community Partner input, Staff added actions to the 2025-26 LCAP:

Goal 1: Staff will 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: Staff will implement the following action: In 2025-26, Staff will work to identify best practices in family-school communication, specifically with families who speak Spanish or are underserved in the community (Goal 3, Action 5).

Goal 5: The District is adding the following action step: Conduct a review of technology usage in the District, including devices, applications (both 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 the language in Goal 6 regarding staffing for At-Risk Supervisors, School and Community Engagement Facilitators, and the Counselor for Castro School for clarity in 2025-26.

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

- Steven Nelson

J. (Action) 2025-2026 Budget Adoption

A motion was made by Devon Conley and seconded by William Lambert to approve the 2025-2026 Budget Adoption, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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. The District anticipates additional budget adjustments as the State proceeds through its budget adoption process. Staff will continue to closely monitor potential budget impacts.

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

- Steven Nelson

K. (Action) Budget Overview for Parents

A motion was made by Devon Conley and seconded by William Lambert to approve the Budget Overview for Parents, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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.

Staff recommended that the Board of Trustees approve the Budget Overview for

Parents.

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

- Steven Nelson

L. (Action) Resolution No. 03-052925, Education Protection Account (EPA) Requirements

A motion was made by Devon Conley and seconded by William Lambert to adopt Resolution No. 03-052925, Education Protection Account for the proposed uses of the Education Protection Account Funds as identified on the attached list.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Staff recommended that the Board of Trustees adopt Resolution No. 03-052925, Education Protection Account for the proposed uses of the Education Protection Account Funds. 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 from the EPA are spent. The Board shall make the spending determinations concerning 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.

M. (Discussion) Process for Selection and Appointment of MVW Residences Corporation Board of Directors

A motion was made by Devon Conley and seconded by William Lambert to extend the meeting to 11 p.m.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Board discussed and provided input to staff on the process for the selection and appointment of the MVW Residences Corporation Board of Directors candidates. There are no specific legal requirements for how we conduct the selection and appointment. The District and the Board are free to create their selection process.

Trustee Conley voiced her concern with the Screening Team versus the entire Board voting. The Housing Committee discussed a public and open process, like the Environmental Planning Committee has.

Trustee DiFazio was uncomfortable with the Screening Team presenting a slate of directors. He would like the Board to be able to decide who to fill each of the roles.

N. (Discussion) First Reading of Board Policies

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. The policies will be brought for Second Reading under Consent at the next Board Meeting.

O. (Discussion) Board Governance Handbook

Superintendent Baier brought forward a first draft of the Board Governance Handbook. Trustees will review the handbook and submit written comments by the end of June to the superintendent or his executive assistant.

Trustees decide the Board Retreat will take place on Sunday, August 10, 2025.

P. (Action) Employment Agreement for Tara Vikjord, Assistant Superintendent

A motion was made by Devon Conley and seconded by Ana Reed to approve the Employment Agreement with Tara Vikjord, Assistant Superintendent, Chief Human Relations Officer.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Trustee President Lambert read the following statement regarding the Associate and Assistant Superintendent's contracts:

There are three action items before the Board for approval of employment agreements with Associate Superintendent Cathy Baur, Assistant Superintendent Tara Vikjord, and Assistant Superintendent Rebecca Westover.

Prior to discussion and voting on each agreement, Government Code section 54953 requires an oral summary of the recommended salary or compensation paid in the form of fringe benefits for each local agency executive.

The law requires that the summary be provided during Open Session of the regular meeting in which the final action is to be taken.

The Board appreciates that these three key members of our leadership team initiated the revision of their previous three-year employment agreements.

Accordingly, the following is an oral summary of the recommended financial terms for each of the referenced employment agreements:

1. Each employment agreement has a 3-year term beginning July 1, 2025, and ending June 30, 2028, unless extended or terminated earlier pursuant to the terms of the Agreement.
2. The Associate Superintendent Baur's annual base salary is \$321,659.74. Assistant Superintendent Vikjord's annual base salary is \$288,157.45. Assistant Superintendent Westover's annual base salary is \$300,849.48.
3. Each will be a 12-month employee with a 224 day work year. They will not accrue vacation but will accrue one (1) sick leave day per month. They shall not be eligible for overtime pay or compensatory time off.
4. Each shall be eligible to participate in District-offered health and welfare benefits, on the same terms offered to other District certificated management employees, for themselves and their dependents.

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



- MVWSD Parent

Q. (Action) Employment Agreement for Dr. Rebecca Westover, Assistant Superintendent

A motion was made by Lisa Henry and seconded by Charles DiFazio to approve the Employment Agreement with Dr. Rebecca Westover, Assistant Superintendent, Chief Business Officer.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

R. (Action) Employment Agreement for Cathy Baur, Associate Superintendent

A motion was made by William Lambert and seconded by Charles DiFazio to approve the Employment Agreement with Cathy Baur, Associate Superintendent, Chief Academic Officer.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

## **XI. BOARD UPDATES**

Trustee Conley participated in the Canopy and Mountain View Whisman tree planting event at Bubb Elementary School with approximately 100 volunteers.

Trustee DiFazio was also at the Canopy tree planting event with his family.

## **XII. ITEMS FOR FUTURE AGENDAS**

No future Agenda items were submitted

## **XIII. FUTURE BOARD MEETING DATES**

A. Future Board Meeting Dates

August 21, 2026

September 4, 2025

September 18, 2025

## **XIV. ADJOURNMENT**

The meeting was adjourned at 10:09 p.m.

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### **NOTICES FOR AUDIENCE MEMBERS**

1. **RECORDING OF MEETINGS:**

The open session will be video recorded and live streamed on the District's website ([www.mvwsd.org](http://www.mvwsd.org)).

2. **CELL PHONES:**

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

3. **FRAGRANCE SENSITIVITY:**

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

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

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

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

5. **DOCUMENT AVAILABILITY:**

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

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

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** Minutes

**Agenda Item Title:** Minutes for the July 1, 2025 Special Board Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Minutes for the July 1, 2025 Special Board Meeting	Backup Material	7/7/2025



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

1400 Montecito Avenue  
July 1, 2025  
4:30 PM

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

Live streaming available at  
**[youtube.com/mvwsd](https://youtube.com/mvwsd)**

(Live streaming available at [www.mvwsd.org](http://www.mvwsd.org))

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

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

### **I. CALL TO ORDER (4:30 p.m.)**

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

President Lambert reported that Trustee Conley's location had changed, and she would be attending the meeting from 7126 Holland Court, Arvada, CO 800004.

#### **A. Pledge**

Trustee Lambert led the Pledge of Allegiance.

#### **B. Roll Call**

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

#### **C. Approval of Agenda**

A motion was made by Charles DiFazio and seconded by Lisa Henry to approve the agenda.

Ayes: Conley, DiFazio, Henry, Lambert

Absent: Reed

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

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

Session.

### **III. CLOSED SESSION**

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

#### **A. Anticipated Litigation**

1. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 case

#### **B. Real Property Negotiators**

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, Jeffrey Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson

Negotiating Parties: Mountain View Owner, LLC

Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

### **IV. RECONVENE OPEN SESSION**

The meeting was reconvened to Open Session at 5:48 p.m.

#### **A. Closed Session Report**

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

### **V. FUTURE BOARD MEETING DATES**

#### **A. Future Board Meeting Dates**

August 10, 2025 Board Retreat

August 21, 2026

September 4, 2025

September 18, 2025

### **VI. ADJOURNMENT**

The meeting was adjourned at 5:48 p.m.

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

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

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**Agenda Item for Board Meeting of 7/1/2025**

**Agenda Category:** Remote Meeting Notice

**Agenda Item Title:** Remote Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

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

Live streaming available at  
**[youtube.com/mvwsd](https://www.youtube.com/mvwsd)**

**Fiscal Implication:**

**Recommended Action:**

**Agenda Item for Board Meeting of 7/1/2025**

**Agenda Category:** Anticipated Litigation

**Agenda Item Title:** Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 case

**Estimated Time:**

**Person Responsible:**

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**Background:**

**Fiscal Implication:**

**Recommended Action:**



**Agenda Item for Board Meeting of 7/1/2025**

**Agenda Category:** Real Property Negotiators

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

**Estimated Time:**

**Person Responsible:**

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**Background:**

Property: 777 West Middlefield Rd., Mountain View, California

Agency Negotiator: Rebecca Westover, Chief Business Official, Jeffrey 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:**

**Agenda Item for Board Meeting of 7/1/2025**

**Agenda Category:** FUTURE BOARD MEETING DATES

**Agenda Item Title:** Future Board Meeting Dates

**Estimated Time:**

**Person Responsible:**

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**Background:**

August 10, 2025 Board Retreat

August 21, 2026

September 4, 2025

September 18, 2025

**Fiscal Implication:**

**Recommended Action:**

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** (Action) Approval and Adoption of Resolution No. 02-071025 Approving the Exercise of the Option to Purchase Real Property and the Acquisition of the Real Property Commonly Referred to as 699 N. Shoreline Blvd., Mountain View CA 94043 with Assessor Parcel Number 153-24-027

**Estimated Time:**

**Person Responsible:**

Jeffrey Baier, Superintendent

Rebecca Westover, Ed.D., Chief Business Officer

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**Background:**

Background

As part of this action, the Board will review and consider whether to approve exercising the Option to Purchase Real Property ("Option") and enter into the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions ("PSA") between the District and Mountain View Owner, LLC ("MVO") owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View ("City"), County of Santa Clara, State of California ("Master Property"). The Master Property is divided into two (2) parcels: (i) approximately 8 acres ("Lot A"); and (ii) approximately 1.8 acres, commonly referred to as 699 N. Shoreline Blvd., Mountain View, CA 94043 with an Assessor's Parcel Number of 153-24-027 ("Lot B"). MVO and District ("Parties") entered into a Ground Lease on January 27, 2025, for Lot B ("Ground Lease") upon which One (1) building with 144 rental residential units is located for below market employee housing.

On January 23, 2025, the District's Governing Board ("Board") approved entering into a Ground Lease with MVO for Lot B for below market employee housing ("Ground Lease"). On January 23, 2025, the Board also approved entering into the Option to Purchase Real Property with MVO ("Option"), which contemplates that during the Option term, which would last until July 31, 2025, the Parties would work towards agreeing on a purchase price for Lot B and the District would perform its due diligence and determine if it would be financially prudent to exercise the Option versus continuing with the Ground Lease. On January 23, 2025, as part of its approval of the Option, the Board also approved the Form of the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions ("PSA"), which, subject to further Board approval, the District and MVO would enter into if MVO and District were to come to an agreement on the purchase price for Lot B, and all other terms and conditions in the Option were satisfied by the Parties. The updated PSA is being presented for the Board's consideration and approval.

On April 24, 2025, the District complied with the California Environmental Quality Act ("CEQA") by approving Resolution No. 03-042425 which determined that the acquisition of Lot B is exempt from the CEQA under the Common-Sense Exemption (CEQA Guidelines, § 15061(b)(3)) and approved the filing of the Notice of Exemption (NOE) with Santa Clara County and the State Clearinghouse.

MVO has offered to terminate the Ground Lease and sell Lot B to the District for Fifty-Three Million Five Hundred Thousand (\$53,500,000; "Purchase Price"). In order to avoid paying Ground Lease rental payments that escalate each year, to facilitate the opportunity for the District to lower its rental rates to its tenants, and to give the District greater control over the property and the EH Building, the District finds it financially prudent

and in the District's best interest to terminate the Ground Lease, to exercise the Option, to approve the District entering into the PSA, and to purchase Lot B for the Purchase Price. Also, the District will not need to make any lease payments under the Ground Lease.

The acquisition of real property requires acceptance by the Board and Government Code section 27281 requires that deeds conveying any interest of real estate to a public entity for public purposes shall not be accepted for recordation without the consent of the public entity evidenced by its certificate or resolution of acceptance attached to or printed on the deed. The form of the grant deed for Lot B and the certificate of acceptance is also being presented for the Board's consideration and approval. The grant deed may be subject to additional revisions recommended by District's legal counsel that will not change the intent of the deed or this Resolution and Government Code section 27281 also states that a public entity, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds.

**Fiscal Implication:**

Fifty-Three Million Five Hundred Thousand Dollars (\$53,500,000).

**Recommended Action:**

It is recommended that the Board of Trustees approve Resolution No. 02-071025 allowing the Superintendent or designee to exercise the Option to Purchase Real Property, enter into the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions with a purchase price of Fifty-Three Million Five Hundred Thousand Dollars (\$53,500,000), execute the certificate of acceptance, and to take all such future actions and execute additional documents, as necessary, to complete the acquisition of Lot B.

**ATTACHMENTS:**

Description	Type	Upload Date
Land Purchase for Staff Housing	Presentation	7/9/2025
Purchase and Sale Agreement for Real Property with Joint Escrow Instructions	Backup Material	7/9/2025
Resolution No. 02-071025, RESOLUTION OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT APPROVING (1) THE EXERCISE OF THE OPTION TO PURCHASE REAL PROPERTY AND (2) THE ACQUISITION OF THE REAL PROPERTY COMMONLY REFERRED TO AS 699 N. SHORELINE BLVD., MOUNTAIN VIEW,	Backup Material	7/9/2025



Mountain View  
Whisman  
School District

# Land Purchase for Staff Housing

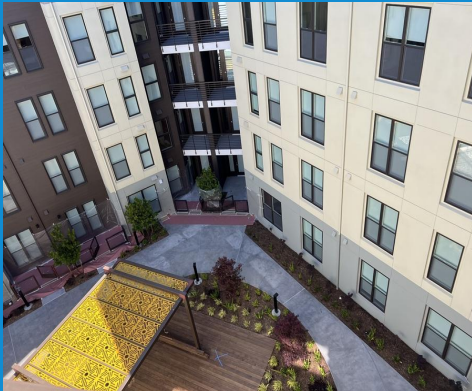
July 10, 2025





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Whisman  
School District

# MVW at the Sevens



# Staff Housing

- 144-unit housing community is a collaborative project between MVWSD, the City of Mountain View, and Miramar Capital
- Opened in February 2025
- Construction funding was provided through voters' support of Measure T in 2020
- MVWSD rents 122 BMR units to its employees; 20 units are reserved for City of Mountain View employees.
  - 51 units currently filled
  - Residents qualify/rent under income guidelines

# Staff Housing

Staff housing is a life-changing experience for employees

"Since moving into my apartment, I have been overwhelmed with gratitude. The warmth and support from the staff have been so welcoming and meaningful. Everyone has been so welcoming and cooperative, and I truly feel valued as part of this community." - Clerk/Technician at MVWSD

"Since living in the Sevens apartments I have felt very comfortable. The quality of the apartment, my peers becoming my neighbors, and the sense of community has been a wonderful aspect. I don't see myself going anywhere else." - Teacher, Graham Middle School

"Since moving into my apartment, I have been very grateful to shorten my commute and have more time to focus on planning and also my mental and physical health. I'm lucky to be part of a welcoming and kind community of people who want to support teachers and in turn, support students." - Teacher, Mistral Elementary School



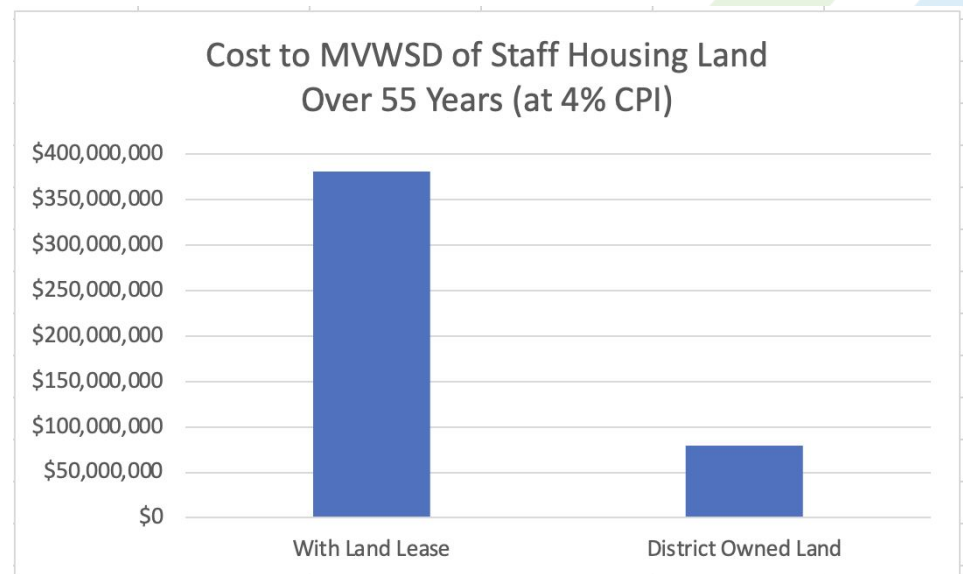


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# Challenges

# Challenges

- Ambitious and complex initiative
- MVWSD does not own the land under the development
- Land lease is limiting and expensive
  - \$1.9 million annually, which escalates over time
  - Could total \$380 million over the 55-year term



# Responding to Challenges

- Land lease was an option available at the inception of the project
- MVWSD needs greater control over this long-term asset
  - increase the long-term viability of the project
  - put MVWSD in complete control of the property as landowners.

# Responding to Challenges

- This spring, the Board of Trustees engaged real estate experts and attorneys
- Discussed potential property purchase and potential funding sources (Feb. 13 and March 20 meetings)
- Discussed short-term success criteria for MVW at the Sevens (March 27 meeting):
  - Fill available housing units
  - Housing project becomes self-sufficient
  - Board meeting time spent on student learning matters



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# A Milestone Step

# Purchase

- Land purchase is the first step in having autonomy over our staff housing
- Land purchase:
  - Eliminates the \$1.9 million annual escalating costs
  - Gives MVWSD greater control over the property
  - Enables greater financial flexibility and long-term sustainability

# Costs

The District's purchase price for the land will be \$53.5 million, relieving MVWSD of any ground lease payments (past or future).

# Funding

Funding for the purchase will come from a combination of current MVWSD funds and financing without affecting current student programs and services.

- Up to \$29 million funded from previously identified Facilities and Capital Outlay funds, as well as funding from Measure T projects that will be paused
- Remaining balance financed through Certificates of Participation (COPs), similar to a loan.



# Other Efforts to Increase the Longevity of Staff Housing

- MVWSD requested/ City approved an amendment to the BMR threshold for this project from 120% of AMI to 150% AMI (Area Median Income).
  - Enables up to 23% more employees to qualify (self reported, March 2025).
- Establishing a dedicated nonprofit entity, the MVW Residences Corporation
  - separate and dedicated Board that will oversee
  - allows District leadership to stay focused on its core mission— educating students



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# Recommendation

# Recommendation

- This is a strategic investment that ensures below-market-rate housing for employees while reducing future operating costs.
- It is recommended that the Board of Trustees approve the Purchase Sale Agreement with Mountain View Owner LLC for the land under staff housing

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY**  
**WITH JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY WITH JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Agreement Date**") by and between MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company ("**Seller**"), and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California ("**Buyer**"). Seller and Buyer are also sometimes referenced herein individually as a "**Party**" and jointly as the "**Parties**."

**RECITALS:**

- A. Seller owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View ("**City**"), County of Santa Clara, State of California, depicted on **Exhibit A** attached hereto and incorporated herein by this reference (Previously Assessor Parcel Number ("APN") 153-24-005) ("**Master Property**"). For purposes of this Agreement, the Master Property was divided into two (2) parcels: (i) 8 acres with an APN of 153-24-026 as depicted on **Exhibit A** ("**Lot A**"); and (ii) 1.8 acres, commonly referred to as 699 N. Shoreline Blvd., Mountain View, CA 94043 with an APN of 153-24-027 as depicted on **Exhibit A** and legally described in Exhibit A-1 attached hereto and incorporated herein by this reference ("**Lot B**").
- B. Seller has developed the Master Property as an integrated apartment complex consisting of seven hundred sixteen (716) residential units, a subterranean parking garage with eight hundred forty-seven (847) parking spaces; and other amenities as specified in the plans and specifications ("**Master Project**"). The Master Project consists of:
- a. Two (2) buildings with 572 market rental rate residential units, the parking structure and certain amenities located on Lot 1 ("**Market Rate Buildings**"); and
  - b. One (1) building with 144 rental residential units located on Lot 2 for employee housing ("**EH Building**").

All of the amenities such as the parking garage, swimming pool, and other common area facilities will be located on Lot 1 and constructed as part of the Market Rate Buildings. The Market Rate Buildings and the EH Building share the amenities pursuant to Declaration of Covenants, Conditions, Restrictions and Establishment of Easements and Cost Sharing Obligations for 777 West Middlefield executed Landlord as declarant and recorded against the Master Project on December 6, 2022 as Instrument No. 25411919 in the Official Records of the County of Santa Clara ("**Official Records**") which establishes reciprocal easements, rights and duties with respect to areas within the Master Project, including the Access Drives, District Parking Area, District Storage Area, the District Courtyard, the Multifamily Shared Amenities and the Public Use Area (all as defined in therein) and maintenance and cost sharing obligations between the Market Rate Buildings and EH Building and the rules and regulations promulgated therein ("**CC&Rs**").

- C. Section 66 of the City of Mountain View's conditions of approval for the Project (approved on May 21, 2019) specify that the EH Building is to be restricted in perpetuity to renting the residential units to Lower Income households (80% of AMI) and Moderate Income households (120% of AMI). The residential units are to be subleased to Buyer's employees with twenty (20) units reserved for subleasing to City employees in accordance with the Funding, Joint Use and

Development Restriction Agreement dated September 19, 2022, between Buyer and City. All the foregoing obligations are reflected in that certain *“Agreement by and among the City of Mountain View, Mountain View Owner, LLC and Mountain View Whisman School District regarding the provision of Affordable Rental Housing Units for a Residential Project Located at 777 West Middlefield Road”* dated September 19, 2022 and recorded on October 13, 2022 as Instrument No. 25386075 in the Official Records to which the Premises are subject (**“Affordability Housing Covenant ”**).

- D. Lot B is currently leased to Buyer pursuant to that certain Ground Lease dated January 27, 2025 between Seller as landlord and Buyer as tenant (**“Ground Lease”**) which was improved with the EH Building built by Buyer. Optionee is in possession and control of Lot B as improved by the EH Building (**“Option Property”** or **“Property”**). On March 4, 2025, that certain Memorandum of Ground Lease was recorded against the Property as Instrument No. 25773064 in the official records of Santa Clara County (**“Memorandum of Ground Lease”**).
- E. Seller as optionor and Buyer as optionee executed that certain Option to Purchase Real Property dated January 27, 2025 (**“Option Agreement”**). The Memorandum of Option was not recorded.
- F. By execution of this Agreement, Buyer exercised the option to purchase the Property under the Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the foregoing recitals, the Parties hereto agree as follows:

### **TERMS AND CONDITIONS:**

**1. PURCHASE AND SALE.** Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition without representations and warranties subject to the CC&Rs and Affordable Housing Covenant and concurrent termination of the Ground Lease. Buyer contracted for the construction of the Building and Buyer has previously accepted the Property under the Ground Lease in AS-IS condition. Upon execution of this Agreement, the Option Agreement is deemed terminated in its entirety.

**2. OPENING OF ESCROW.** Within three (3) days after the execution of this Agreement by both Seller and Buyer (**“Opening of Escrow”**), escrow (**“Escrow”**) with First American Title Insurance Company (**“Escrow Holder”**) shall be deemed open only upon Escrow’s receipt of both (i) an executed copy of this Agreement to be deposited with Melissa Hughes, Escrow Officer, at First American Title Insurance Company located at 333 West Santa Clara Street, Suite 220, San Jose, CA 95113 (415) 837-2223 and [melhughes@firstam.com](mailto:melhughes@firstam.com) (**“Escrow Officer”**); and (ii) Buyer’s delivery of the Deposit (as defined in Section 3.1) to Escrow.

### **3. PURCHASE PRICE.**

**3.1 Purchase Price.** The purchase price for the Property is Fifty-Three Million Five Hundred Thousand Dollars (\$53,500,000) (**“Purchase Price”**).

**3.2 Deposit by Buyer.** At Opening of Escrow, Buyer shall deposit Two Hundred and Fifty Thousand Dollars (\$250,000) in Good Funds (as defined below) (**“Deposit”**). The Deposit shall be credited against the Purchase Price.

**3.3 Credit for Refundable Option Consideration.** At Closing Buyer shall be credited with the amount of Fifty Thousand Dollars (\$50,000) which is the Refundable Option Consideration

as specified in the Option Agreement. The Refundable Option Consideration shall remain in the possession of Seller and not deposited into Escrow.

**3.4 Balance of Purchase Price.** The balance of the Purchase Price shall be deposited with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

**3.5 Good Funds.** All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution (or County Office of Education) located in the State of California.

#### **4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM SELLER AND BUYER.**

**4.1 Buyer.** Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date (as defined in Section 5.1), Buyer will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Two (2) copies of the Termination of Ground Lease in the form attached as **Exhibit C** (“**GL Termination Agreement**”) which shall be recorded.
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.2 Seller.** Seller agrees that on or before 12:00 noon on the date preceding the Closing Date, Seller will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The Grant Deed in the form attached as **Exhibit B** (“**Grant Deed**”).
- b. Two (2) copies of the GL Termination Agreement executed in counterpart.
- c. A Preliminary Change of Ownership Statement (“**PCOR**”) completed in the manner required in Santa Clara County.
- d. Such additional funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** At the Closing, Escrow Holder will (i) cause the GL Termination Agreement and the Grant Deed (“**Recording Documents**”) to be recorded in that specific order; and (ii) hold for the account of Seller and Buyer, respectively, the funds and items described above to be delivered to Seller and Buyer, respectively, through Escrow, less costs, expenses and disbursements chargeable pursuant to the terms of this Agreement.

#### **5. CLOSING DATE; TIME IS OF ESSENCE.**

**5.1 Closing Date.** Escrow shall close upon satisfaction of the Conditions Precedent (as defined in Section 7), but no later than July 31, 2025 (“**Closing Date**”) unless extended as evidenced by a writing signed by both Parties. The terms “**Close of Escrow**” and/or “**Closing**” are

used herein to mean the time the Recording Documents are filed for recording by the Escrow Holder in the Office of the County Recorder of Santa Clara County, California.

**5.2 Possession.** Upon the Close of Escrow, Buyer who is in possession of the Property shall remain in possession subject any subtenants authorized by Buyer.

**5.3 Time is of Essence.** Seller and Buyer specifically agree that time is of the essence.

**6. TITLE POLICY.** At the Close of Escrow, First American Title Insurance Company ("**Title Company**") shall furnish Seller with an ALTA standard owner's policy of title insurance showing fee title to the Property vested in Buyer in the amount of the Purchase Price subject to (i) the same exceptions as shown in the leasehold title policy #NCS-1192453-SC issued to Buyer as tenant dated as of March 4, 2025 ("**Leasehold Title Policy**") except for any exception with respect to the Ground Lease which shall be removed; (ii) the CC&Rs, (iii) the Affordable Housing Covenant, (iv) any subleases created by Buyer, and (v) any matters caused by Buyer ("**Title Policy**"). The cost of the Title Policy shall be paid by Buyer. Seller acknowledges that it is obligated to obtain the release of any liens, claims, or mortgages encumbering the Property at the Close of Escrow to the extent caused by Seller. The Title Policy will be issued to Buyer at the Closing.

## **7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

**7.1 Conditions to Seller's Obligations.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent ("**Seller's Conditions Precedent**"):

- a. Buyer has executed the GL Termination Agreement.
- b. Escrow Holder holds and will deliver to Seller the instruments and funds, if any, accruing to Seller pursuant to this Agreement.
- c. Buyer is not in default of its obligations under this Agreement.

**7.2 Conditions to Buyer's Obligations.** The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- a. Seller has executed and acknowledged the Grant Deed.
- b. Seller has executed and acknowledged GL Termination Agreement.
- c. Title Company will issue the Title Policy as specified in Section 6.
- d. Escrow Holder holds and will deliver to Buyer the instruments and funds accruing to Buyer pursuant to this Agreement.
- e. Seller is not in default of its obligations under this Agreement.
- f. Seller has executed an Affidavit of Non-Foreign Status pursuant to Federal law for the Property.
- g. Seller has executed a California Real Estate Withholding Certificate (Form 593-C) for the Property.

## 8. NO REPRESENTATIONS AND WARRANTIES.

**8.1 No Representations or Warranties.** Neither Party is providing any representations or warranties to the other Party except as set forth in Section 12.7.

## 9. ESCROW PROVISIONS.

**9.1 Escrow Instructions.** Sections 1 through 7, inclusive, 9, 11 and 12, constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Seller and Buyer agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Seller and Buyer will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Seller and Buyer agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

**9.2 General Escrow Provisions.** Escrow Holder shall deliver the Title Policy to the Seller and instruct the Santa Clara County Recorder to mail the Recording Documents to Buyer and a copy of same to Seller at the addresses set forth in Section 10 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Santa Clara County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that Party's instructions.

**9.3 Proration of Real Property Taxes.** Any general or special real property taxes at the Closing shall be prorated as follows:

- a. Seller is responsible for taxes due before the date that the City issues the temporary certificate of occupancy for the EH Building.
- b. Buyer is responsible for taxes due on or after the date that the City issues the temporary certificate of occupancy for the EH Building.

### 9.4 Cost Allocation and Prorations.

- a. **Cost Allocation.** Buyer shall pay the costs for the Title Policy (non-extended ALTA owner's policy), all applicable recording fees, all applicable transfer taxes<sup>1</sup>, and ½ of Escrow costs ("**Buyer's Charges**"). Seller shall pay ½ of the escrow charges and any fees and costs charged by any lender to obtain release or otherwise put title in the condition described in Section 6 including any applicable recording fees for such documents ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the Parties in a manner consistent with the custom and usage of Escrow Holder.

- b. **Ground Lease & Utilities.** There shall be no prorations under the Ground Lease or

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<sup>1</sup> County documentary transfer taxes are not applicable as the transfer is to a governmental authority and is exempt pursuant to R&T Section 11922. City of Mountain View transfer taxes are not applicable as the transfer is to a governmental authority and is exempt pursuant to MV Municipal Code Section 29.68.



with respect to utilities.

- c. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Seller and Buyer with a preliminary Escrow closing statement which shall include each Party's respective shares of costs. The preliminary closing statement shall be approved in writing by the Parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**9.5 Termination.** If Escrow fails to close as provided above, either Party may elect to cancel this Escrow upon written notice to the other Party and Escrow Holder. Upon mutual cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided Escrow Holder receives written instructions from both Buyer and Seller directing Escrow Holder to return such funds and documents. The Parties shall promptly execute and deliver any documents reasonably required to effect the return of the funds and documents in accordance with this Agreement. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement including, but not limited, enforcement of the liquidated damages in Section 10.. Furthermore, upon termination of this Agreement for any reason, the Ground Lease shall remain in full force and effect.

**9.6 Information Report.** Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such Party reasonably deems to be required to be disclosed to the Internal Revenue Service by such Party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such Party liable for the disclosure to the Internal Revenue Service of any such information.

**9.7 No Withholding as Foreign Buyer.** Buyer represents and warrants to Seller that Buyer is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state Buyer under California Revenue and Tax Code § 18805 and that it will deliver to Seller on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**9.8 Brokerage Commissions.** Neither Seller nor Buyer is represented by a broker with respect to this transaction. Seller and Buyer each agree to indemnify and hold the other Parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

**10. LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE**

THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY AND LEGAL REMEDY. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY DEFAULT OR OBLIGATION OF BUYER WITH RESPECT TO ANY INDEMNITY OBLIGATION OF BUYER UNDER THIS AGREEMENT AND THIS PROVISION SHALL NOT APPLY TO THE FORFEITABLE OPTION CONSIDERATION PAID BY BUYER TO SELLER UNDER THE OPTION AGREEMENT. TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER SHALL NOT BE DEEMED TO TERMINATE THE GROUND LEASE WHICH WILL REMAIN IN FULL FORCE AND EFFECT.

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**Seller's Initials**

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**Buyer's Initials**

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the Party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the Party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A Party's address may be changed by written notice to the other Party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Buyer shall be deemed given by Buyer and notices given by counsel to Seller shall be deemed given by Seller.

To Seller: MOUNTAIN VIEW OWNER, LLC  
c/o Miramar Capital  
100 Wilshire Blvd, Suite 650  
Santa Monica, CA 90401  
Attn: Perry Hariri, Project Manager

With a copy to: Aleshire & Wynder, LLP  
1 Park Plaza Suite 1000  
Irvine, CA 92614  
Attn: Anne Lanphar, Esq.

To Buyer: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
1400 Montecito Avenue  
Mountain View, CA 94043  
Attn: Superintendent

With a copy to:

Orbach Huff & Henderson  
6200 Stoneridge Mall Road, Suite 225  
Pleasanton, CA 94588  
Attn: Philip J. Henderson, Esq.

In this Section "business days" means days other than Saturdays, Sundays, and Federal, State and Seller legal holidays. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt.

## **12. GENERAL PROVISIONS.**

**12.1 Assignment.** Neither Party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other Party which consent may be given or withheld in the sole discretion of that Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

**12.2 Attorney's Fees.** In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**12.3 Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The venue for any dispute shall be Santa Clara County. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**12.4 No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**12.5 Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each Party hereto.

**12.6 Merger.** This Agreement and other documents incorporated herein by reference contain the entire understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**12.7 Qualification and Authority.** Each individual executing this Agreement on behalf of a Party represents, warrants and covenants to the other Party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of the executing Party in accordance

with authority granted under the organizational documents of such entity, and (b) the executing Party is bound under the terms of this Agreement.

**12.8      *Execution in Counterparts.*** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

**12.9      *Electronic Execution.*** This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third party service providers such as AdobeSign and DocuSign. The Parties acknowledge that neither the Grant Deed nor any documents to be recorded cannot be executed electronically.

**12.10     *Exhibits.*** Exhibits A, B, and C attached hereto are incorporated herein by reference.

**[SIGNATURES ON FOLLOWING PAGE]**

**REMINDER: Parties are to initial section 10.**

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement of Real Property and Joint Escrow Instructions as of the date set forth above.

**BUYER:**

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**, a California public school district and political subdivision of the State of California

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

Dated: \_\_\_\_\_, 2025

**ATTESTED:**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

**SELLER:**

**MOUNTAIN VIEW OWNER, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Perry Hariri  
Authorized Signatory

Dated: \_\_\_\_\_, 2025

[illegible]

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF LOT B**

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

**EXHIBIT B**  
**GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

MOUNTAIN VIEW WHISMAN  
SCHOOL DISTRICT  
1400 Montecito Avenue  
Mountain View, CA 94043  
Attn: Superintendent

APN 153-24-027

THE UNDERSIGNED GRANTOR DECLARES: that this  
transfer to a governmental agency is exempt from:  
(i) County Documentary Transfer Tax under R&T  
§11922 & (ii) Mountain View transfer tax under MV  
Municipal Code §29.68.

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code §6103)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California ("**Grantee**"), that real property in the City of Mountain View, County of Santa Clara, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**") subject to matters of record including:

- "Declaration of Covenants, Conditions, Restrictions and Establishment of Easements and Cost Sharing Obligations for 777 West Middlefield" recorded on December 6, 2022 as Instrument No. 25411919 in the Official Records of the County of Santa Clara.
- "Agreement by and among the City of Mountain View, Mountain View Owner, LLC and Mountain View Whisman School District regarding the provision of Affordable Rental Housing Units for a Residential Project Located at 777 West Middlefield Road" dated September 19, 2022 and recorded on October 13, 2022 as Instrument No. 25386075 in the Official Records of the County of Santa Clara.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

**GRANTOR:**

DATED: \_\_\_\_\_, 202\_\_

MOUNTAIN VIEW OWNER, LLC, a Delaware  
limited liability company

NOT TO BE EXECUTED UNTIL  
CLOSING OF ESCROW

By: \_\_\_\_\_  
Perry Hariri  
Authorized Signatory



## **EXHIBIT A TO GRANT DEED**

### **LEGAL DESCRIPTION OF PROPERTY**

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

**PARCEL ONE:**

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

**EXHIBIT C**  
**GL TERMINATION AGREEMENT**

**RECORDED AT REQUEST OF  
AND WHEN RECORDED, MAIL TO:**

MOUNTAIN VIEW WHISMAN  
SCHOOL DISTRICT  
1400 Montecito Avenue  
Mountain View, CA 94043  
Attn: Superintendent

APN 153-24-027

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code §6103)

**TERMINATION OF GROUND LEASE**

This Termination of Ground Lease ("**Termination Agreement**") is made as of \_\_\_\_\_, 2025, by and between MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company ("**Lessor**"), and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California ("**Lessee**").

**RECITALS:**

- A.** Lessor is the fee owner of that certain improved real property in the City of Mountain View, County of Santa Clara, State of California, as described on the attached Exhibit A ("**Property**").
- B.** The Property was leased to Lessee pursuant to that certain Ground Lease dated January 27, 2025 between Lessor as landlord and Lessee as tenant ("**Ground Lease**") which has been improved with a high-rise apartment building. which was accepted by Lessee pursuant to the Ground Lease. On March 4, 2025, that certain Memorandum of Ground Lease was recorded against the Property as Instrument No. 25773064 in the official records of Santa Clara County ("**Memorandum of Ground Lease**").
- C.** Lessee is the current owner of the leasehold estate under the Lease.
- D.** Lessee is acquiring the fee interest in the Property from Lessor.

NOW, THEREFORE, the foregoing recitals are incorporated herein and the parties agree as follows:

**AGREEMENT**

**1. Effective Date.** This Agreement shall be effective upon recordation in the Official Records of Santa Clara County concurrently with the recordation of the Grant Deed from Lessor conveying the Property to Lessee ("**Effective Date**").

**2. Termination of Lease.** As of the Effective Date, the Lease shall be automatically terminated.

**3. Execution in Counterpart.** This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**4. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this Termination Agreement as of the date specified above.

**LESSEE:**

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT,** a California public school district and political subdivision of the State of California

NOT TO BE EXECUTED UNTIL  
CLOSING OF ESCROW

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

Dated: \_\_\_\_\_, 2025

**ATTESTED:**

NOT TO BE EXECUTED UNTIL  
CLOSING OF ESCROW

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

**LESSOR:**

**MOUNTAIN VIEW OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Perry Hariri  
Authorized Signatory

Dated: \_\_\_\_\_, 2025

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**RESOLUTION NO. 02-071025**

**RESOLUTION OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
APPROVING (1) THE EXERCISE OF THE OPTION TO PURCHASE REAL  
PROPERTY AND (2) THE ACQUISITION OF THE REAL PROPERTY COMMONLY  
REFERRED TO AS 699 N. SHORELINE BLVD., MOUNTAIN VIEW, CA 94043 WITH  
ASSESSOR'S PARCEL NUMBER 153-24-027**

**WHEREAS**, Mountain View Owner, LLC ("**MVO**") owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View ("**City**"), County of Santa Clara, State of California ("**Master Property**"). The Master Property is divided into two (2) parcels: (i) approximately 8 acres ("**Lot A**"); and (ii) approximately 1.8 acres, commonly referred to as 699 N. Shoreline Blvd., Mountain View, CA 94043 with an Assessor's Parcel Number of 153-24-027 ("**Lot B**"); and

**WHEREAS**, MVO developed the Master Property as an integrated apartment complex consisting of seven hundred sixteen (716) residential units, a subterranean parking garage with eight hundred forty-seven (847) parking spaces; and other amenities as specified in the plans and specifications ("**Master Project**"). The Master Project consists of:

1. Two (2) buildings with 572 market rental rate residential units, the parking structure and certain amenities located on Lot A ("**Market Rate Buildings**"); and
2. One (1) building with 144 rental residential units located on Lot B for employee housing ("**EH Building**"), which the District currently owns, and paid to design and construct; and

**WHEREAS**, on January 23, 2025, the District's Governing Board ("**Board**") approved entering into a Ground Lease with MVO for Lot B for below market employee housing ("**Ground Lease**"); and

**WHEREAS**, on January 23, 2025, the Board also approved entering into the Option to Purchase Real Property with MVO ("**Option**"), which contemplates that during the Option term, which would last until July 31, 2025, the Parties would work towards agreeing on a purchase price for Lot B and the District would perform its due diligence and determine if it would be financially prudent to exercise the Option versus continuing with the Ground Lease; and

**WHEREAS**, on January 23, 2025, as part of its approval of the Option, the Board also approved the Form of the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions ("**PSA**"), which, subject to further Board approval, the District and MVO would enter into if MVO and District were to come to an agreement on the purchase price for Lot B, and all other terms and conditions in the Option were satisfied by the Parties. The updated PSA being presented for the Board's consideration and approval is attached hereto as **Exhibit 2**; and

**WHEREAS**, on April 24, 2025, the District complied with the California Environmental Quality Act ("**CEQA**") by approving Resolution No. 03-042425 which determined that the



acquisition of Lot B is exempt from the CEQA under the Common-Sense Exemption (CEQA Guidelines, § 15061(b)(3)) and approved the filing of the Notice of Exemption (NOE) with Santa Clara County and the State Clearinghouse; and

**WHEREAS**, MVO has offered to terminate the Ground Lease and sell Lot B to the District for Fifty-Three Million Five Hundred Thousand (\$53,500,000; “**Purchase Price**”); and

**WHEREAS**, to avoid paying Ground Lease rental payments that escalate each year, to facilitate the opportunity for the District to lower its rental rates to its tenants, and to give the District greater control over the property and the EH Building, the District finds it financially prudent and in the District’s best interest to terminate the Ground Lease, to exercise the Option, to approve the District entering into the PSA, and to purchase Lot B for the Purchase Price; and

**WHEREAS**, the acquisition of real property requires acceptance by the Board; and

**WHEREAS**, Government Code section 27281 requires that deeds conveying any interest of real estate to a public entity for public purposes shall not be accepted for recordation without the consent of the public entity evidenced by its certificate or resolution of acceptance attached to or printed on the deed; and

**WHEREAS**, the form of the grant deed for Lot B is attached hereto as **Exhibit 2** and the certificate of acceptance is attached to the grant deed; and

**WHEREAS**, the grant deed may be subject to additional revisions recommended by District’s legal counsel that will not change the intent of the deed or this Resolution; and

**WHEREAS**, Government Code section 27281 also states that a public entity, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds.

**NOW, THEREFORE**, the Governing Board of the Mountain View Whisman School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** The above recitals are true and correct.

**Section 2.** The District will purchase Lot B for the Purchase Price (\$53,500,000).

Section 3. The District will exercise the Option to purchase Lot B for the Purchase Price.

Section 4. The PSA for the Acquisition of Lot B attached as **Exhibit 1** is further approved with the Purchase Price included, and subject to minor revisions approved by staff and legal counsel that do not alter or reduce the “intent” and “best interests” of the PSA or this Resolution.

**Section 5.** The Governing Board accepts the form of Grant Deed.

**Section 6.** The District’s Superintendent (Jeffrey Baier), the District’s Chief Business Officer (Rebecca Westover), the Board President (William Lambert) or the Board Clerk (Lisa Henry) are each individually authorized to perform all or some of the required actions and execute all or some of the documents necessary to carry out the intent of the Resolution, including but not limited to exercising the Option to Purchase Real Property, entering into the Purchase and Sale Agreement for Real

Property with Joint Escrow Instructions, executing the certificate of acceptance, and to taking all such future actions and execute additional documents, as necessary, to complete the acquisition of Lot B.

This Resolution shall take effect upon its adoption.

The forgoing Resolution was adopted by the Governing Board of the Mountain View Whisman School District on the 10th day of July 2025.

#### **CERTIFICATION**

I, \_\_\_\_\_, Clerk of the Governing Board of the Mountain View Whisman School District, Santa Clara County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Governing Board of said district at a meeting thereof held on the \_\_\_\_\_ of July 2025, with a copy of the Resolution being on file in the Administrative Office of the District.

---

**Clerk of the Governing Board of the  
Mountain View Whisman School District**

**EXHIBIT 1**

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY  
WITH JOINT ESCROW INSTRUCTIONS**

**EXHIBIT 2**

**FORM OF GRANT DEED AND CERTIFICATE OF ACCEPTANCE**

**GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

MOUNTAIN VIEW WHISMAN  
SCHOOL DISTRICT  
1400 Montecito Avenue  
Mountain View, CA 94043  
Attn: Superintendent

APN 153-24-027

(Space Above This Line for Recorder's Office Use  
Only)

THE UNDERSIGNED GRANTOR DECLARES: that this  
transfer to a governmental agency is exempt from:  
(i) County Documentary Transfer Tax under R&T  
§11922 & (ii) Mountain View transfer tax under MV  
Municipal Code §29.68.

(Exempt from Recording Fee per Gov. Code §6103)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California ("**Grantee**"), that real property in the City of Mountain View, County of Santa Clara, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**") subject to matters of record including:

"Declaration of Covenants, Conditions, Restrictions and Establishment of Easements and Cost Sharing Obligations for 777 West Middlefield" recorded on December 6, 2022 as Instrument No. 25411919 in the Official Records of the County of Santa Clara.

"Agreement by and among the City of Mountain View, Mountain View Owner, LLC and Mountain View Whisman School District regarding the provision of Affordable Rental Housing Units for a Residential Project Located at 777 West Middlefield Road" dated September 19, 2022 and recorded on October 13, 2022 as Instrument No. 25386075 in the Official Records of the County of Santa Clara.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

**GRANTOR:**

DATED: \_\_\_\_\_, 2025

MOUNTAIN VIEW OWNER, LLC, a Delaware  
limited liability company

NOT TO BE EXECUTED UNTIL  
CLOSING OF ESCROW

By: \_\_\_\_\_

— Perry Hariri  
Authorized Signatory

## **EXHIBIT A TO GRANT DEED**

### **LEGAL DESCRIPTION OF PROPERTY**

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

#### **PARCEL ONE:**

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

#### **PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 153-24-027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED BY GRANTEE**

**(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2025 to which this Certificate of Acceptance is attached,

From: Mountain View Owner, LLC, a Delaware limited liability company (“Grantor”)

To: Mountain View Whisman School District, a California public school district and political subdivision of the State of California (“Grantee”) is hereby accepted by the undersigned officer or agent on behalf of the Mountain View Whisman School District pursuant to the authority conferred by order of the Board of Trustees of the Mountain View Whisman School District, and the Grantee consents to the recordation thereof by its duly authorized officers.

For conveyancing purposes only, APN: 153-24-027

Mountain View Whisman School District,  
A California Public School District and Political Subdivision of the State  
of California

By: \_\_\_\_\_

Date: \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA                     )  
   ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** (Action) Resolution # 01-071025 of the Board of Trustees of the Mountain View Whisman School District, “RESOLUTION OF INTENT OF THE BOARD OF TRUSTEES OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX EXEMPT OBLIGATIONS”

**Estimated Time:**

**Person Responsible:**

Jeffrey Baier, Superintendent

Rebecca Westover, Ed.D., Chief Business Officer

---

**Background:**

**BACKGROUND**

The District expects to execute and deliver its Certificates of Participation (2025 Workforce Housing Project) (the “Obligations”) in 2025 to finance the acquisition of the land upon which the District’s workforce housing facility is located (the “Project”). The District may elect to advance certain of its own funds toward the Project. The District will advance funds on the knowledge that it can be reimbursed for amounts expended on the Project from the subsequent sale of the Obligations. The Internal Revenue Code has certain requirements that need to be satisfied in order for a school district to reimburse itself for costs incurred for capital projects in advance of the sale of tax-exempt Obligations. In order to qualify for reimbursement of such costs from the proceeds of the execution and delivery of the Obligations, the Board must adopt a resolution which satisfies all of the requirements of the Internal Revenue Code within 60 days of the date on which the expenditures are been made.

The District’s bond counsel has prepared the attached resolution which complies with applicable requirements of the Internal Revenue Code and allows the District to reimburse itself for any advanced Project costs from the proceeds of the sale of the Obligations. The adoption of this resolution does not obligate the District to ever advance its own funds toward the Project. The adoption of this resolution preserves the option for the Board to decide at a subsequent date whether or not it would be in the best interests of the District to allocate a portion of any proceeds of the sale of the Obligations towards the reimbursement of the monies the District might spend on the Project. At the March 20, 2025 meeting, the board set aside approximately \$29 million to put towards the possible purchase of land. There is a reference in this resolution to the reasonably expected maximum principal amount of the Obligations. The Internal Revenue Code obligates this resolution to include an estimated size of the borrowing from which the reimbursement will occur. The District is not required to maintain this amount. It is included to satisfy a legal requirement and constitutes only a rough estimate of the likely size of the Obligations that the Board may consider. If the Board were to sell a smaller borrowing, such a decision would not adversely affect its ability to use a portion of the proceeds of the Obligations to reimburse the District for these costs.

**ACTION**

Resolution # 01-071025 preserves the option for the reimbursement of District funds expended for the purpose of financing the Project from the proceeds of the Obligations.

**Fiscal Implication:**

Not applicable.

**Recommended Action:**

It is recommended that the Board of Trustees approve Resolution # 01-071025, RESOLUTION OF INTENT OF THE BOARD OF TRUSTEES OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX EXEMPT OBLIGATIONS, as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution # 01-071025 of the Board of Trustees of the Mountain View Whisman School District, “RESOLUTION OF INTENT OF THE BOARD OF TRUSTEES OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX EXEMPT OBLIGATIONS”	Backup Material	7/8/2025

**RESOLUTION NO. 01-071025**

**RESOLUTION OF INTENT OF THE BOARD OF TRUSTEES  
OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF TAX EXEMPT OBLIGATIONS**

**WHEREAS**, the Mountain View Whisman School District ("District") is a public school district organized and operated relative to the laws of the State of California;

**WHEREAS**, the District is contemplating the issuance of federally tax-exempt obligations ("Obligations") in 2025;

**WHEREAS**, prior to the issuance of the Obligations, the District may incur capital expenditures related to the acquisition of land ("Expenditures") as well as capital outlay, deferred maintenance and repair projects ("Projects");

**WHEREAS**, the Board of Trustees has determined that it is necessary to reimburse the District for the Expenditures from the proceeds of the Obligations, once issued.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Mountain View Whisman School District as follows:

**Section 1.** The Board finds and determines that the foregoing recitals are true.

**Section 2.** The District hereby states its intention and reasonably expects to reimburse Expenditures incurred prior to the issuance of the Obligations with proceeds of the Obligations.

**Section 3.** The reasonably expected maximum principal amount of the Obligations from which reimbursements will be made is \$53,500,000 million.

**Section 4.** This resolution is being adopted not later than 60 days after the payment of the original Expenditures (the "Expenditures Dates or Dates").

**Section 5.** The District will make a reimbursement allocation, which is a written allocation that evidences the District's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. If both the District and a licensed architect or engineer certify that at least 5 years is necessary to complete construction of the Project, the maximum reimbursement period is changed from 3 years to 5 years.

**Section 6.** This Resolution is consistent with the budgetary and financial circumstances of the District, as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intent by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

**Section 7.** This Resolution is adopted as official action of the District in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Obligations.

**Section 8.** The limitations described in Section 4 and Section 5 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of a construction project, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

**Section 9.** All the recitals in this resolution are true and correct and this Board of Trustees so finds, determines and represents.

**Section 10.** This Resolution shall take effect immediately upon its adoption.

**PASSED and ADOPTED** by the following vote of the members of the Board of Trustees of the Mountain View Whisman School District, Santa Clara County, State of California, this 10th day of July, 2025.

AYES:

NAYS:

ABSTAIN:

ABSENT:

**BOARD OF TRUSTEES OF THE  
MOUNTAIN VIEW WHISMAN SCHOOL  
DISTRICT**

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President of the Board of Trustees

Attest:

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Secretary of the Board of Trustees

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 7/10/2025**

**Agenda Category:** FUTURE BOARD MEETING DATES

**Agenda Item Title:** Future Board Meeting Dates

**Estimated Time:**

**Person Responsible:**

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**Background:**

August 10, 2025 Board Retreat

August 21, 2026

September 4, 2025

September 18, 2025

**Fiscal Implication:**

**Recommended Action:**